

ESCAMBIA COUNTY BOARD OF COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY
INTERNAL AFFAIRS

REPORT OF INVESTIGATION
CASE NUMBER: IA19-002



DEPARTMENT OF PUBLIC SAFETY

DATE OF REPORT: JUNE 24, 2019

INVESTIGATION CONDUCTED BY:

Keith W. Morris
Keith W. Morris

APPROVED BY:

Matthew Coughlin
Acting County Administrator Matthew Coughlin

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INTERNAL AFFAIRS TO ENSURE APPROPRIATE HANDLING OF INVESTIGATIVE INFORMATION.**



Board of County Commissioners • Escambia County, Florida

Matthew Coughlin
Assistant County Administrator
Public Safety Department

To: Keith W. Morris, Internal Affairs, Escambia County Public Safety

From: Matthew F. Coughlin, Assistant County Administrator/Acting Public Safety Director

Date: April 12, 2019

Re: Escambia County Public Safety/Emergency Services Procurement

Please proceed with gathering evidence and requisite interviews in support of a targeted investigation into the acquisition of the ESO software system. I anticipate several employees will be interviewed. All protections will be provided by their class of employment. Please coordinate with the County Attorney's Office should the need arise.

Specifically, I would like to have an understanding as to the factors involved in the search for a new software system. An overview of the software integration into both our patient care and billing systems would be helpful. Additionally, I would also like to have an understanding as to whether all procurement procedures were adhered to in the acquisition of this system.

Cc: Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney

AUTHORITY

Authority to conduct this investigation resides in Department of Public Safety Internal Affairs Policy Number 1.00 IA, wherein the Director of Public Safety establishes Internal Affairs (IA) that has the authority to carry out investigative duties and responsibilities to initiate, conduct, and coordinate investigations to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses within the Department.

INVESTIGATIVE PREDICATE(S) – COMPLAINT(S)

On April 12, 2019, Escambia Board of County Commissioners, Department of Public Safety (DPS), IA Investigator Keith W. Morris received a memorandum of assignment from Assistant County Administrator (ACA)/Acting Public Safety Director Matthew F. Coughlin (ACA Coughlin). ACA Coughlin directed IA to conduct a review of the actions involved with the procurement of the ESO software system to determine if, during the acquisition/procurement process, there were violations of administrative policies. On April 12, 2019, IA initiated a review to determine if there are any witnesses, evidence or leads to support a formal investigation. (Exhibit 1)

On May 1, 2019, IA briefed Acting County Administrator Amy Lovoy and ACA Coughlin regarding the ongoing investigation. IA presented an investigative finding that the procurement inquiry had resulted in allegations that the ESO Solutions software may be related to the “computer glitch” Former Director Michael Weaver (Mr. Weaver) represented in a Board of County Commissioners (BCC) meeting on April 4, 2019, requiring the write-off of \$5,972,901.34 in bad debt. IA was directed by ACA Coughlin to include and inquire regarding that matter, ensuring both matters were addressed within this report.

INVESTIGATIVE METHOD

IA employed standard investigative practices for this investigation, which included a review of files maintained or in the control of personnel within the Department of Public Safety (DPS), and email archives. Additionally, IA reviewed applicable Escambia County and DPS policies and procedures. The findings of the IA are addressed in the Investigative Findings section of this report.

In addition to reviewing documentary information, IA contacted and/or conducted sworn recorded interviews¹ with the following persons:

- Andrew Hamilton, Emergency Communications Chief
- Leon Salter, Interim Emergency Medical Services Manager
- Tamika Williams, Public Safety Business Operations Manager
- Katherine Kenney, EMS Section Chief Kenney
- Lindsay Ritter, EMS Analyst
- BJ Terrell, Former Zoll Contractor
- Shandra Jenkins, Emergency Medical Services Billing Manager
- Chris Karp, Escambia County Information Technologies

¹ Copies of all recorded interviews are maintained in the electronic case file.

- Robert Munden, General Counsel, ESO Solutions, Inc.
- Daniel Quam, General Counsel, Image Trend
- Joseph Scialdone, Former Emergency Medical Services Billing Manager

The evidentiary standard used by Internal Affairs in determining whether the facts and claims asserted in the complaint were proven or disproven is based upon the preponderance of the evidence. Preponderance of the evidence is contrasted with "beyond a reasonable doubt," which is the strictest test of evidence required to convict in a criminal trial and "clear and convincing evidence," which is a standard describing proof of a matter established to be substantially more likely than not to be true. IA investigative findings classified as "**substantiated**" indicate the condition that existed for the investigator(s) disclosed sufficient relevant evidence and material evidence to conclusively prove the allegations, based upon the preponderance of the evidence. Investigative findings classified as "**unsubstantiated**," indicate the condition that existed for the investigator(s) disclosed there was a lack of relevant and material evidence to conclusively prove or disprove the allegations. "**Unfounded**" allegations are those allegations that are demonstrably false, and involve no reliable evidence or proper bases, which supports the allegations being made. Investigative findings classified as "**exonerated**" are allegations that are defined as a conclusion of fact, indicating that evidence has been established that alleged actions by the agency or employee were consistent with governing policies.

BACKGROUND

On September 15, 2017, DPS, Emergency Medical Services (EMS) Section purchased software from ESO Solutions Inc (ESO). According to Bloomberg² Health Care Technology, ESO Solutions, Inc. develops and provides software solutions to emergency medical services, fire departments, hospitals, and healthcare professionals. The company markets electronic health records software, healthcare analytics software, EMS billing software, EMS dispatch software, health data exchange, emergency personal management software, NFIRS fire incident reporting software, and TrackEMS. It also sells secure data hosting, system architecture/redundancy, data encryption, and HIPAA compliance. The company was founded in 2004 and is based in Austin, Texas.

RULES – Pertaining to procurement of the ESO software system to determine if, during the acquisition/procurement process, there were violations of administrative policies. IA reviewed the governing policy regarding procurement of persons under the authority of the BCC.

Escambia County Procurement Ordinance, Sec. 46-41. ARTICLE II. – entitled PURCHASES AND CONTRACTS.³ In review of the procurement ordinance, the following provisions were noted within Sec. 46-64. entitled Award approval and threshold authority:

The Board of County Commissioners hereby approves every agreement, contract or other purchase entered into and every award in an amount not to exceed the mandatory bid amount of \$50,000.00. Pursuant to this approval, the board of county commissioners hereby delegates to

² <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=30740389>

³ A copy of this ordinance is included in the electronic case file.

the county administrator or designee, threshold approval authority to execute contracts for such purchases or awards of up to \$50,000.00.

For any purchase or award made in accordance with this article exceeding the mandatory bid amount of \$50,000.00, the contract for such purchase or award shall be specifically approved by the Board of County Commissioners and thereafter shall be executed by the county administrator or designee.

Escambia County Procurement Ordinance, Sec. 46-81. - Source selection.

- (a) The procurement of all goods, material, equipment, services and combinations of goods and/or services by or on behalf of the board of county commissioners, including those transactions through which the board of county commissioners shall receive revenue, in an amount equal to or in excess of the mandatory bid amount of \$50,000.00 shall be awarded by a competitive bid or proposal process or as specifically provided in sections 46-91 and 46-100, unless otherwise provided by state or federal law.*

Escambia County Procurement Ordinance, Sec. 46-91. - Alternative source selection—Small purchases.

Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the policies and procedures of purchasing; provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this division.

Escambia County Code of Ethics, Section II; C.26, Effective Date November 20, 2008, Excerpt of Policy, Section C. Standards of Conduct Paragraph 3. Withholding of Information (Required Disclosure)

- (a) No public appointed officers or employees shall withhold any information when the officer of employee knows, or reasonably should know, that a failure to disclose may impair the proper decision making an any County boards, authorities, agencies, or committees.*

INVESTIGATIVE FINDINGS

As part of this investigation the following documents were reviewed by IA:

Purchase Order No. 171512, Order Date September 15, 2017 in the amount of \$49,915 this document shows for the purchase of New Electronic Health Records (PCR) and Analytics Solution that will Interface with Zoll Software. (Exhibit # 2)

NOTE: In review of the ESO Quote Line Items, Full price for is shown as \$58,365 with \$8,450 in discounts for a Grand Total of \$49,915. CAD Integration Software for EnRoute I – is not included. This document shows in writing beside the Grand Total "Approved Steve White 8/24/17."

Image Trend Quote Number KF-66599, August 16, 2017, in the amount of \$213,165 – Quote includes CAD Integration Annual Support and Hosting EMS EnRoute, itemized cost of \$3,500. (Exhibit # 3)

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EMS Charts Quote date August 14, 2017, in the amount of \$57,036 – Quote includes Dispatch Import from Enroute CAD, itemized cost of \$3,948. (Exhibit # 4)

Purchase Order No. 171512-1, Order Date September 15, 2017, Administrative Change to Capitalize the Purchase in Intangible Assets per the Clerk's Office. (Exhibit # 5)

BCC Regular Meeting for November 2, 2017, Issue: ESO Solutions, Inc. Master Subscription and License Agreement (MSLA). The document is a Recommendation from Former DPS Director Mike Weaver, concerning the Master Subscription and License Agreement with ESO Solutions, Inc. for the Electronic Health Records. The recommendation calls for the Board to approve and authorize the Chairman to sign the Master Subscription and License Agreement with ESO Solutions Inc., for the ePCR system for maintaining electronic healthcare records at a cost of \$49,915, to include the purchase of the system, billing standard interface, and 3 days of onsite training. (Exhibit # 6)

The recommendation background shows ESO will replace Zoll ePCR as [the] electronic healthcare record. ESO, provides a (sic) Electronic Healthcare Record that will streamline billing and hospital information sharing. It will also provide an enhanced quality assurance/management platform and analytical package. This program will increase EMS ability to report timely information on patient care, bill for services and allow for better analysis of patient care.

Minutes of the Public Forum Work Session and the Regular Meeting of the Board of County Commissioners Held November 2, 2017. (Exhibit 7)

Review of this document shows under the County Administrator's Report, Section II. Budget/Finance Consent Agenda, item number 11. "Approving, and authorizing the Chairman to sign, the Master Subscription and License Agreement with ESO Solutions, Inc., for the ePCR system for maintaining electronic healthcare records, at a cost of \$49,915, to include the purchase of the system, billing standard interface, and three days of on-site training (Funding: Fund 408, Emergency Medical Services, Cost Center 330302, CEMS Operations, Object Code 54601, Repair & Maintenance).

Master Subscription and License Agreement (Agreement) between Escambia County and ESO Solutions, Inc., transmittal message with the software agreement attached, dated December 29, 2017, addressed to Tamika Williams [DPS Operations Manager] from Judy Witterstaeter, Program Coordinator, County Administration, with the initials "SJ for JW", dated December 29, 2017. The Agreement was representative of the purchase of the software in the amount of \$49,915.00. The Agreement was signed by ESO Solutions, Inc. CEO and President Chris Dillie and Commissioner D. B. Underhill, representative of the Board of County Commissioners, as Chairman, executed on November 2, 2017. (Exhibit 8)

Electronic Mail Message from Tamika Williams to Keith Morris, dated 5/23/2019, Subject: ESO Agreement/Approval. (Exhibit 9)

Email states Steve White was under the impression that he could sign the agreement since the purchase was under \$50,000 (which is not the case). It took a while for both our and ESO to come to an agreement on the terms and conditions

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of the agreement. Once legal sufficiency was approved, the next available meeting was the November 17th BCC meeting.

Voucher Number 18-098 dated December 13, 2017, Vendor ESO Solutions, Inc. for CAD Integration, Invoice # INV00004240. (Exhibit 10)

Electronic Mail Message (email) from Scot Metcalf, Sales Representative of ESO Solutions Inc., to Steve P. White, with attachment Escambia Co. CAD Add-on.pdf. (Exhibit # 11) Email states in part:

Chief, CAD Add-on quote is attached here. Please sign bottom of the quote and return to me.

Purchase Order No. 190679, Order Date October 31, 2018, Enhancement to the EMS Billing⁴ Software by the Original Manufacturer. User Licenses, Support, Software updates. (Exhibit # 12)

Invoice Number INV00011429 from ESO Solutions, dated October 25, 2018 in the amount of \$49,868.17. (Exhibit # 13)

In review of the Invoice, paid under Purchase Order 190679, the following components were noted:

- Cardiac Monitor, Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration, Ongoing maintenance, itemized \$1,951.85
- Cardiac Monitor Discount, itemized (\$1,951.85)
- EHR Billing Standard Interface, Allows for the integration of discrete ePCR data into third party billing software. On-going maintenance included. Itemized \$1,024.85
- EHR Suite w/QM & Mobile Includes Quality Management, AD Hoc Reports, Analytics, Patient Tracker, Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Itemized \$52,519.70
- EHR Suite w/QM & Mobile Discount. Itemized (\$3,676.38)

Interviews were conducted and are summarized as follows:

Tamika Williams – A sworn, and recorded interview was conducted with Mrs. Williams on April 25, 2019 at the Department of Public Safety Building. Mrs. Williams stated that Former EMS Chief White⁵ was responsible for the procurement and implementation of the Electronic Health Records (ePCR) and Analytics Solution that will Interface with Zoll Software. (Exhibit #2) Mrs. Williams stated the primary contacts regarding the financial side of the procurement would have been Former EMS Chief White and [Section Chief] Kate Kenney. She told (EMS Managers) that the requirement was if the cost for the software was under \$50,000, she must have three (3)

⁴ In an email from Tamika Williams to Investigator Keith W. Morris, Mrs. Williams corrected the Purchase Order description identifying it as follows: *The reoccurring maintenance fee for EMS is \$49,900 (PO.190679) is the renewal. Unfortunately, the description on PO states Billing (inaccurate) but it is actually for the EMS Operations renewal. I've attached a copy of the PO plus a copy of the invoice to show it is for the ePCR software.*

⁵ Steve White resigned his position as the EMS Chief on October 1, 2018

quotes in order to proceed. If all three quotes were over the amount of \$50,000, she advised that procurement of the software would then require a sealed bid.⁶ Individual managers are responsible for obtaining the quotes to keep her out of the solicitation process.

She had no knowledge that the purchase of the software was made (separately) to split costs to keep it (the original ESO Solutions software purchase) below the required bid amount. She never heard the selection team negotiate a price that was below \$50,000 to avoid a bid process. However, she was not involved in those communications.

Mrs. Williams identified Scot Metcalf, Regional Account Manager as one of the ESO Solutions representatives she contacted when she had issues toward billing.⁷

Mrs. Williams stated Former EMS Chief White wanted EMS Analyst Lindsay Ritter (Mrs. Ritter) to not be involved in the hands on of the EMS operations. Going to ESO would remove Ritter from involvement. She did not know why Former EMS Chief White wanted Mrs. Ritter out of the hands-on with the EMS software.

Mrs. Williams stated she never heard of a change in price for the software. to her knowledge, it was always 49,915.00.⁸ She was not aware of any negotiated price to cause the price to be spread across budget years to avoid the bid process.⁹

Mrs. Williams believed that the implementation of the ESO system was not vetted sufficiently to ensure it met the overall need of the Department.¹⁰ She was unsure if EMS Operations tested the system out, but it wasn't vetted enough to know that once it went live it would shut 911 down and billing.

Mrs. Williams stated she has never heard that anyone had received financial gain from the purchase of the ESO software. Mrs. Williams stated, in her opinion, she thought Chief White was too close to the ESO group. No one in EMS had ever heard of ESO until he went to EMS World (training) and then he came back to talk of how great it (ESO software) was. She described White as arrogant and he got his way and you stayed out of his way, because if you did not, you would have "hell to pay." She recognized White as seeking notoriety.

She does not believe that Former EMS Chief White did anything unethical, or illegal, nor did he receive "kickback." She said it was a poor management decision (to go to ESO) but White had too much power. Mr. Weaver gave managers the ability and full authority to run their divisions.

Lindsay Ritter - A sworn and recorded interview was conducted with Mrs. Ritter on April 30, 2019 at the Escambia County Central Office Complex. Mrs. Ritter stated she did not participate in the acquisition of the ESO.¹¹ Former EMS Chief White excluded her from that process she attributed this to the fact that she documents everything¹² and he was trying to adjust the prices (on the

⁶ Williams, 5:17

⁷ Williams, 15:16

⁸ Williams, 36:50

⁹ Williams, 37:13

¹⁰ Williams, 58:40

¹¹ Ritter, 6:48

¹² Ritter, 7:09

purchase of the ESO, software) and go against county policy (referring to County Purchasing Policy). Her involvement with any of the process was during the demonstration of the software in June or July 2017. Former EMS Chief White set up the demonstration and ESO made a remote presentation to show features of the software.

Mrs. Ritter noted that the software was non-customizable which in her opinion is not appropriate for the agency. During the ESO presentation she noted potential operational issues with the software and was told by Former EMS Chief White to "hush" and stop asking questions. When asked if she knew why Former EMS Chief White wanted her to stop asking questions, she said it was proving that the product that he wanted (that is ESO) was not satisfactory¹³ and did not meet the needs of the agency. Mrs. Ritter said that Former EMS Chief White was pushing for ESO as soon as he started at Escambia EMS.

Mrs. Ritter stated the CAD interface (Exhibit # 11) should have been included in the original purchase of the ESO software. This interface takes the information from dispatch to import into the charts.¹⁴ She said the interface was necessary and she made it known during the ESO demonstration. It was her understanding that the CAD interface was to be made part of the original purchase.¹⁵ When asked why the CAD interface was not made part of the original purchase of the ESO software; she said she heard Former EMS Chief White talking to an unidentified representative of ESO on the phone, and discussing with [EMS Chief Leon] Salter and Section Chief Kenney, a way to keep the software purchase under \$50,000.¹⁶ By keeping the purchase under \$50,000, there would be no required bid. She heard Former EMS Chief White say that he was working with them (ESO) to move the money around so we can keep it under \$50,000 so we don't put it out for bid.¹⁷ She asked Chief White what do you mean? Chief White said the way to work it is to "pad" the extra cost into the annual maintenance, so that ESO still gets their money but it is not part of original purchase. Mrs. Ritter recalled the conversation occurring sometime in September (2017). She heard Former EMS Chief White say why don't you try this why don't you try that? He also said I'm going to get ESO one way or the other.¹⁸ She told Former EMS Chief White his actions were in violation of the County purchasing policy; Former EMS Chief White would not include her in any further meetings.

She inquired if he (Former EMS Chief White) had the CAD interface in the quote, and he told her everything was included to get started. She inquired if there was an interface to get the information from the life packs into the charts and he said he didn't know. She told him he needed to include that in the quote. She said she told Former EMS Chief White it was best to get a line item on everything they were providing, and Former EMS Chief White said he knew what he was doing he knew how to get a quote.

Mrs. Ritter said Former EMS Chief White did not consider how to get the data into the billing software at the time of the purchase of ESO for EMS.¹⁹ EMS Billing was forced to go to the ESO

¹³ Ritter, 9:10

¹⁴ Ritter, 11:57

¹⁵ Ritter, 13:33

¹⁶ Ritter, 13:57

¹⁷ Ritter, 14:15

¹⁸ Ritter, 18:56

¹⁹ Ritter, 15:56

billing process because EMS (Operations) went with ESO Solutions for the ePCR. The only end users considered in the implementation of the ESO Software solutions was the EMS side of DPS. According to Ms. Ritter, the former Billing Manager (Joe Scialdone) said they (EMS Billing) were dead in the water because they have no way to bill because they cannot get the data into the system.

She would be the person who normally seeks the quotes from the vendors.²⁰ She did receive a quote from Image Trend, and she specified the requirements in the quote. The specified requirements she prepared was to go to all the vendors. Regarding Image Trend, she asked for additional modules to be shown separately if EMS was interested. She submitted her specified requirements to Former EMS Chief White and "he was very shady because the way the demos were set up, they were able to see the software but ESO was permitted to come on site for two full days." Former EMS Chief White invited all the EMTs and Paramedics to come in and test the software to see if they like it. Mrs. Ritter said Image Trend and EMS Charts were not given like opportunity.

Mrs. Ritter reviewed the Image Trend quote which included CAD interface, EMS Enroute for \$3,500, the date of the quote was August 16, 2017. In review of EMS Charts quote dated August 14, 2017, Mrs. Ritter stated she was involved with this quote but Kevin Stanhope who is the representative for EMS Charts discussed the quote with Former EMS Chief White not her. As she reviewed the quote, she noted Enroute (CAD interface) was included. Mrs. Ritter concluded Enroute CAD interface is included in Image Trend and EMS Charts Quotes but not in the ESO purchase.²¹ Mrs. Ritter said all components to have the system up and running should have been included in the original quote(s).²²

Mrs. Ritter said he did receive an email from Former EMS Chief White after the original ESO purchase where he told her "we need to purchase the CAD interface." It is her belief that the CAD interface was not made part of the purchase because it would cause the purchase to exceed \$50,000. It would have had to go out for bid. As they were included in both other quotes, they exceeded \$50,000. And she told Former EMS Chief White that the CAD interface needed to be included in the ESO quote.

When IA inquired as to the vetting of the software, Mrs. Ritter²³ said they really didn't vet all the software because the only one they were allowed to actually test was the ESO software.²⁴ When she asked about testing the other software solutions, EMS Charts and Image Trend, she said Former EMS Chief White said no, we are not going to set that up right now. When she emailed Former EMS Chief White, most of the time he would not respond because he did not want anything in writing so she would have to see him personally and ask him face to face. When she did Former EMS Chief White said don't set anything up right now we are not going to do that (test the other software solutions). She informed Former EMS Chief White the County purchasing policy states that all vendors must to be afforded the same opportunity (for testing).

²⁰ Ritter, 21:10

²¹ Ritter, 33:43

²² Ritter, 30:42

²³ Ritter, 35:10

²⁴ Ritter, 35:10

When asked if she believed there were violations of the County Procurement policy, Ritter said absolutely.²⁵ As well as the ethics violations, she explained that the ethics policy states how all county policy and procedures must be upheld. Former EMS Chief White did not abide by these policies. When asked how Former EMS Chief White did not abide by policy, Mrs. Ritter said Former EMS Chief White “pushed the numbers around” by increasing the annual fee and purchasing the interface separately, when he knew he needed to purchase the interface because she told him.

Mrs. Ritter said Former EMS Chief White stated he receives up to 12 calls a day telling everyone how great the software is.²⁶ Mrs. Ritter said during the process she observed a quote greater than \$50,000²⁷ in the possession of Former EMS Chief White. Former EMS Chief White made the statement we are trying to get this price down.

Mrs. Ritter said, she did not believe EMS Section Chief Kenney or Interim EMS Manager Salter benefited financially from the purchase of the ESO Software. She did not benefit financially from the purchase of ESO software.

[INVESTIGATOR NOTE - Mrs. Ritter identified numerous issues with the ESO Solutions software of which are outside the directed scope of this investigation.²⁸ These concerns may be reviewed in the Memorandum of Interview with Mrs. Ritter maintained in the electronic case file.]

Katherine Kenney – A sworn, and recorded interview was conducted with EMS Section Chief Kenney on May 3, 2019. EMS Section Chief Kenney said she did not have a direct role in the procurement of the ESO Solutions software.²⁹

She first became aware of ESO Solutions software through the West Florida Data exchange program. This program provided patient outcomes and feedback after the medical crews transported a patient to the hospital. It is through this program that the West Florida Hospital EMS Liaison Margie Hobbs, coordinated a meeting between Escambia EMS and ESO Solutions to demo their software.

EMS Section Chief Kenney said, when it was determined to move from Zoll software to ESO Solutions software for EMS personnel, she facilitated a “sandbox”³⁰ where field personnel could test the software system using laptops.³¹ She said she did not know who did the procurement of ESO software, but she assumed it was Former EMS Chief White.³²

EMS Section Chief Kenney said Mrs. Ritter did not voice any concerns with the ESO software prior to moving to that platform but she did seem negative after the move.³³ She was not aware

²⁵ Ritter, 1:23:22

²⁶ Ritter, 1:25:00

²⁷ Ritter, 1:31:21

²⁸ Ritter, 1:32:44 - The software requires the crews to falsify documentation because the software does not provide the options the crews need to correctly close the charts and cause the software to move to billing. A lot of crews put a disclaimer in their narrative that states anything in this narrative (within the chart) supersedes anything in this chart.

²⁹ Kenney, 4:25

³⁰ A sandbox provides a highly controlled environment, sandboxes may be seen as a specific example of visualization.

³¹ Kenney, 11:30

³² Kenney, 14:52

³³ Kenney, 21:20

of Former EMS Chief White or anyone wanting to have Mrs. Ritter excluded from the ESO implementation. "It wouldn't make sense because she was the system administrator."³⁴ She said Mrs. Ritter even gathered feedback from crews (evaluating the software).

When asked if she believed Former EMS Chief White was pushing the transition from Zoll to ESO, EMS Section Chief Kenney said she did not feel like he was. She said in hindsight she feels like he (Former EMS Chief White) rushed into the transition to ESO and "probably" should have evaluated other systems, but at the same time they (EMS) were having issues with Zoll.

EMS Section Chief Kenney said she does not have any direct knowledge as to components included in the P.O. (Exhibit #2) for ESO Solutions software. When purchased (and implemented) she was not aware of any operational problems. She said she was not familiar with the interface purchase for CAD (Exhibit #10). She never observed the quote (for ESO software) and was not aware of a cost exceeding \$50,000. EMS Section Chief Kenney said she does not know anything about how the procurement transpired and could not respond to violations of the (procurement) policy.

When asked about the \$55,000 for EHCR, budgeted for 2018/19 fiscal year, she said it was done so, she believes, by Former EMS Chief White in anticipation of maintenance fees for whatever platform would be in place at the time.³⁵

When asked again concerning violations of policies in the procurement process, EMS Section Chief Kenney said she was not aware of any.³⁶ When asked if she was aware of anyone personally financially benefiting from the purchase of the ESO software, she said she was not³⁷ and that she did not personally benefit.³⁸

Leon Salter – A sworn, and recorded interview was conducted with Interim EMS Manager Salter on May 16, 2019 at the Department of Public Safety, Director's Office.

Interim EMS Manager Salter reviewed the ESO software purchase order (Exhibit #2) and Attachment A-1 of the Master Agreement (Exhibit #6) stating it appears to be former EMS Chief White's signature was affixed to Attachment A-1 next to the purchase price of \$49,915. [These documents were introduced to establish the context of the interview.]

In review of the components comprising the purchase of ESO software, identified as the main [EMS Operations] ePCR (Health Record) software³⁹ as well as supporting costs associated with the ePCR software. Interim EMS Manager Salter identified in the component list a standard interface he believed from billing software to ESO software. [It should be noted that the CAD interface was not identified during the component review with Interim EMS Manager Salter as having been purchased with the original ePCR software.]

³⁴ Kenney, 21:39

³⁵ Kenney, 33:56

³⁶ Kenney, 45:15

³⁷ Kenney, 45:29

³⁸ Kenney, 45:34

³⁹ Salter, 3:15

When asked if he was involved in the procurement process, Interim EMS Manager Salter said "our" administrative team was more involved than him, he was involved in some of the conversations, "absolutely."⁴⁰ Interim EMS Manager Salter identified the administrative team as being Chief Kenney, Chief White, and an organizational committee. When Chief White came in, they (EMS Operations) could not get stats on calls for service. Interim EMS Manager Salter said, they couldn't get the Zoll (the system in place prior to ESO) analytics package fixed where they could run the stats and that is one of the reasons why they went to ESO software.⁴¹ Interim EMS Manager Salter identified Mrs. Ritter as being responsible for obtaining stats for EMS Operations every month. She would gather this from Zoll. Interim EMS Manager Salter said Mrs. Ritter could identify why the ability to obtain these stats were no longer possible in Zoll. Subsequently, Chief White pursued another solution.

When asked if Chief White wanted Mrs. Ritter not to be involved in the ESO implementation, Interim EMS Manager Salter said "Not being involved in it? Ms. Ritter is one of the most intelligent women I have ever met, but she can complicate things more than my mind can ever understand it."⁴² He said without someone understanding the data that she extracts from the software you wouldn't know if the information was "way off in left field." Interim EMS Manager Salter said that Former Chief White thought that Ms. Ritter had the ability to manipulate data, they were unsure if they were getting clean data, if she was the problem or they could not get data at all. Ms. Ritter would blame Zoll and Zoll would blame Ms. Ritter for the failure of the system to produce the data.

EMS Operations looked at ESO, Image Trend and EMS Charts and possibly another [software solution]. Former Chief White liked the fact that ESO was not as customizable, so he did not think Ms. Ritter would have the ability to change the data. Zoll and Enroute was part of this (connectivity) that allows dispatch to talk to the entire system. It was believed that limiting the customization would solve the problem (of not getting data) in the future, it was not that "they wanted her out of the [process]."⁴³ Interim EMS Manager Salter stated the limited customization resulted in charts not being completed accurately.⁴⁴

Interim EMS Manager Salter was unsure of the first contact with ESO.⁴⁵ He was pretty sure ESO came to DPS and they did a webinar [to present the software]. He could not say whether Image Trend or EMS Charts made a live presentation or if it was done through a webinar.⁴⁶ Standard practice would be an initial webinar and then if interested in the software there would be a live presentation onsite. Interim EMS Manager Salter could not say for sure if this is what occurred with ESO. The only difference may have been EMS Charts because the sales representative was local, and he may have come to DPS and made a presentation.

When asked about the specifics of what components would comprise the quotes, and if he had anything to do with this part of the process, Interim EMS Manager Salter said he wouldn't know

⁴⁰ Salter, 5:19

⁴¹ Salter, 6:34

⁴² Salter, 8:59

⁴³ Salter, 11:39

⁴⁴ Salter, 12:07

⁴⁵ Salter, 14:16

⁴⁶ Salter, 14:35

what to quote.⁴⁷ When [EMS] does a bid process normally there is a quote sheet that someone would sign and usually there would be a signature on who obtained the quote. Interim EMS Manager Salter said, all vendors would provide a quote based on the same specifications. When asked to review, in part, the Image Trend quote in comparison to the ESO purchase, Interim EMS Manager Salter recognized Image Trend was a bigger up-front cost and no maintenance fees, or smaller.⁴⁸ When asked if all components listed on the ESO purchase were listed in the Image Trend quote, Interim EMS Manager Salter said he had no idea.⁴⁹

Interim EMS Manager Salter said that his assumption was that emails were sent by whomever did the quotes, he assumed it was [former EMS Chief] Steve White who sent them to the three companies and stating this is what we are looking for can you provide me a [quote].⁵⁰

Interim EMS Manager Salter said their first involvement with ESO may have occurred as ESO was the provider for a patient data exchange between West Florida Hospital and EMS Billing.⁵¹ This also allowed the Medical Director to get outcomes of what field crews did in the treatment area to determine if the field diagnosis was correct.

When asked about the implementation of the ESO software, it was operational and provided another platform that allowed charting⁵² for crews in the field. The software was operational with "small hiccups" but it was operational. He was aware of an issue that reporting to the state and national reporting agencies could not be updated. Mr. Slater said Ms. Ritter can provide the information on these reporting programs.

The CAD interface allowed call data to be sent to the chart(s) in the field.⁵³ He does not know if this was one of those components that should have been included or once the system is operational it was found not to work.⁵⁴ Interim EMS Manager Salter did not have knowledge as to Former EMS Chief White knowing there was a need for this and if it may have been intentionally left out of the original purchase to keep the price below \$50,000. Interim EMS Manager Salter said Andrew Hamilton, EMS Communications Chief may have knowledge regarding the necessity for this component,

The recurring cost for ESO, was for \$49,000 (Exhibit # 13) identified by Interim EMS Manager Salter as recurring costs associated with maintenance of the software.

Interim EMS Manager Salter stated unless it was delegated to someone else Chief White was responsible for the procurement of the ESO software.⁵⁵ He does not remember obtaining a quote for this software.⁵⁶

⁴⁷ Salter, 15:59

⁴⁸ Salter, 19:06

⁴⁹ Salter, 19:20

⁵⁰ Salter, 20:00

⁵¹ Salter, 24:20

⁵² Salter, 35:41

⁵³ Salter, 42:50

⁵⁴ Salter, 43:28

⁵⁵ Salter, 49:61

⁵⁶ Salter, 47:20

Interim EMS Manager Salter stated he is not aware of any violations of the Escambia County procurement ordinance in the acquisition of the ESO software.⁵⁷ He was not aware of any differing price in the purchase of the ESO software. He never heard of any amount over the \$50,000. He was not aware of any discussions with representatives of ESO software concerning the cost for the software purchased.⁵⁸ In speaking for the operational side of the implementation of ESO software he believes it was properly vetted.⁵⁹ He does not know if Image Trend and EMS Charts was part of the testing process, but it may have been after the decision was made to procure ESO software.⁶⁰

He is not aware of it occurring and never had any conversation with Former Chief White regarding efforts to circumvent the purchasing process by obtaining a product under \$50,000.⁶¹

The ultimate decision or authority to buy ESO was Former Chief White's. Interim EMS Manager Salter said he never felt bullied into purchasing ESO, saying he had a better working relationship with Former Chief White than that.⁶² He is not aware of anyone personally benefiting financially from the purchase of ESO software, and he has not personally financially benefited.⁶³ He spoke of Former Chief White's integrity as being one his strong suits. He is aware Former Chief White resigned but he is not aware of it being related to the ESO procurement.

Andrew Hamilton – A sworn, and recorded interview was conducted with Mr. Hamilton in the Office of IA, on May 29, 2019. Mr. Hamilton is the Communications Division Manager for DPS.

Mr. Hamilton had no direct knowledge as to the procurement of ESO Software. When asked if he was familiar with the CAD interface for ESO, he stated he was and that in his opinion he viewed the CAD interface as a critical part of the software solution. When IA inquired as to the necessity for the CAD interface, Mr. Hamilton stated the interface allows crews in the field to obtain data from the server and complete their charts. Without the interface, although he could not be specific in number, up to 100 data fields are completed with the use of the CAD interface.

On May 12, 2019, IA sent an email to Scot Metcalf, ESO Solutions Inc., requesting an interview regarding ESO's quote number (#00010236) to Escambia County for the ePCR. In an email from Robert Munden,⁶⁴ General Counsel for ESO Solutions Inc., IA was advised ESO would cooperate and to forward requested inquiry to him. In a separate email from Investigator Morris to Mr. Munden on May 20, 2019, Investigator Morris requested materials to include formal and informal quotes presented to Former EMS Chief White or others involved in the purchase of the *Electronic Health Record and Analytics Solution* software purchase by Escambia County EMS in September 2017 from ESO. Additionally, what materials detailing the components of the software purchase were presented by Escambia County EMS representatives so that a formal quote could be

⁵⁷ Salter, 48:06

⁵⁸ Salter, 49:42

⁵⁹ Salter, 50:06

⁶⁰ Salter, 50:30

⁶¹ Salter, 52:39

⁶² Salter, 53:15

⁶³ Salter, 54:31

⁶⁴ Attachment # 1

presented by ESO. If there were multiple quotes prepared and what components were determined to not be required so that the final quote and subsequent purchase could be made.

Chris Karp – On June 4, 2019, IA spoke with Mr. Karp by telephone. IA inquired of Mr. Karp, regarding Purchase Order # 190679, if the products/solutions on the PO were consistent with year 2, or a maintenance agreement. Mr. Karp stated the original purchase was a software subscription therefore, the products/solutions on the PO # 190679 are consistent with this type of subscription, representative as a year 2 maintenance agreement.

In further inquiry of ESO Solutions, through the GC Office, IA sent an email to Robert Munden, GC for ESO Solutions, presenting specific questions regarding the acquisition of the ePCR software under Purchase Order No. 171512 (Exhibit # 2).⁶⁵ On June 12, 2019, Mr. Munden responded in an email answering some of the inquiries presented by IA.

Regarding a statement of work (SOW) for the ESO Solutions, ePCR acquisition, Mr. Munden responded that ESO contracts using a Master Services and License Agreement with various attachments depending on what is being ordered. Mr. Munden further responded the closest ESO has to a SOW would typically be the Software Schedule (referencing Attachment A-1 of the MSLA), which would list the details of what products were ordered at what price (the details of which are taken from the Quote, with whatever revisions as may be negotiated).

Mr. Munden confirmed there were discussions with Escambia EMS (persons not identified) to keep the original purchase price below \$50,000, Mr. Munden stated he will provide details after his review of the related correspondence [in possession of ESO].

IA inquired as to the multiple discounts totaling \$8,450 provided on Quote # 00010236, from Scot Metcalf to Steve White dated 08/16/2017. Mr. Munden's response to this inquiry was that these discounts were provided consistent with the request [by Escambia EMS to keep the price below \$50,000]. He stated further, the (ESO) sales team has discretion to grant limited pricing concessions, and this type/level of price concession was within ESO's usual limits for a transaction of this size and nature.

Mr. Munden advised he would forward additional responses to the inquires by IA concerning this acquisition on a future date. As of date of this report, IA has not received additional information from ESO.

On June 13, 2019, IA contacted Mr. Daniel K. Quam, GC for Image Trend. Mr. Quam had contacted IA regarding an inquiry⁶⁶ made by IA to Kevin Fink of Image Trend, regarding a quote number KF-66599 (Exhibit #3) provided to a representative of Escambia EMS on August 16, 2017, for EMS Web-based products (ePCR). The inquiry with Mr. Fink was intended to obtain information as to the scope of work or software that Image Trend was requested to bid or quote, to formulate the quote provided. Additional inquiry concerned Image Trend's presentation to the Escambia County Department of Public Safety on their software solution, if any; and to identify the primary contact regarding submission of this quote. In contact with Mr. Quam, IA was advised he would provide as much information as was available regarding this request. As of the date of this report, IA has not received any information regarding this inquiry.

⁶⁵ Attachment # 2

⁶⁶ Attachment # 3

IA attempted to coordinate an interview with Former EMS Chief White, sending a letter to his last known address and an email to his current employer email address. As of date of this report, Former EMS Chief White has not responded to a request for interview.

INVESTIGATIVE FINDINGS PERTAINING TO EMS BILLING:

This section of the report pertains to allegations that the procurement of ESO Solutions software may be related to the "computer glitch" Former Director Michael Weaver represented in a BCC meeting on April 4, 2019, requiring the write-off of \$5,972,901.34 of bad debt.

IA reviewed the governing policy regarding EMS Billing/Collecting:

- EMS Billing/Collecting Procedures, Section III, Part D.1, Effective Date November 18, 2011, as amended.

IA reviewed the following documents as part of this investigation:

Minutes of the Regular Meeting of the Escambia County Board of County Commissioners for April 4, 2019. (Exhibit #14)

Review of this document showed in the BUDGET/FINANCE CONSENT AGENDA, Section 8

The following Recommendation: That the Board adopt the Resolution [R2019-32] authorizing the write-off of \$5,972,901.34, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Calendar Year 2019 for 13,668 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

This write-off of bad-debt is significantly larger due to the fact in Fiscal Year 2017/2018 only \$2,208,338.06 was written-off as uncollectible bad-debt. Most of the accounts (12,760) were within the date of service ranging from July 2, 2005 through December 31, 2017, with a total dollar amount of \$5,972,901.34. This figure coincides with the dollar amount listed on the audit report⁶⁷ as uncollectible bad debt.

⁶⁷ Exhibit # 16

Letter from Former Assistant County Administrator Amy Lovoy to the Florida Auditor General dated April 9, 2019. (Exhibit #15)

The letter shows in response to Escambia County's Audit Report for the fiscal year 2017-2018, (1) a written statement of explanation regarding the Management Letter comment "Unbilled EMS Services at Year end." Response by Former Assistant County Administrator Lovoy, the Statement is correct; the Public Safety Department changed software during fiscal year 2018. The new software did not adequately support and integrate with the billing system. The process of converting back to the prior software caused a significant use of resources, thus delaying the billing process. The County's corrective action taken was to evaluate the software and migrate back to the prior software. This billing delay was corrected in time to reflect accurate figures within the CAFR for the fiscal year ended September 30, 2018. The migration back to the prior software will be fully resolved during fiscal year 2019.

Escambia County, Florida – Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2018 (Exhibit #16)

Review of this document shows within the Management Letter a finding of "Unbilled EMS services at Year-End." In excerpt from this Letter, The Public Safety Department changed software during the year, and the new software did not adequately support and integrate with the billing function. As a result of the issues with the software transition, the billings for services performed in June through September 2018 were significantly delayed until February 2019. Based on the issues with billing through the new software, data from the new software was imported into the old software in order to complete the billing process. As of September 2018, there were approximately \$4 million in unbilled services new of contractual allowances. * * * For future software transitions, we recommend the County evaluate all potential processes impacted by the software to ensure an appropriate transition.

Memorandum to Escambia County Board of County Commissioners from Pam Childers, Clerk of Circuit Court & Comptroller & Sharon Harrell, Finance Director, Subject EMS Unbilled Services, dated May 28, 2019 (Exhibit #17)

Review of this document shows a financial status requiring the potential for temporary funding of EMS due to a decline in revenue caused by a delay in billing progress. The memorandum shows "[t]he processes of billing in ESO, then transitioning back to the prior billing software caused a significant use of personnel, thus delaying the billing progress.' The memorandum shows EMS billing to have gone from 4 months behind to 6 months behind since September 2018. The memorandum states "Delayed billing has a negative impact on cash and collections, creating cash flow issues, loss of interest revenue, creating a material deficiency in operations and will delay the required financial audit. The

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memorandum concludes with an inferred recommendation of professional trained/certified assistance to assist in the catch up of the unbilled services.

In continuing the investigation, IA conducted sworn and recorded interviews or contacted the following persons:

- Tamika Williams, Business Operations, Division Manager
- Shandra Jenkins, EMS Billing Manager
- Leon Salter, Acting EMS Manager
- BJ Terrell, Zoll Contractor

Interviews were conducted and summarized as follows:

Tamika Williams – A sworn, and recorded interview was conducted with Mrs. Williams on April 25, 2019 at the Department of Public Safety Building. This portion of the recorded interview discussed the Board authorization of the write-off of \$5,972,901.34, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and determined to be uncollectible bad debts.

In regard to the BCC Regular Meeting of April 4, 2019, Mrs. Williams stated there was "minimal write offs of bad debt" that was in ESO software.⁶⁸ Williams attributed the large amount in this recommendation, to the fact that normally there are bad debt write offs occurring 4 times a year.⁶⁹ Mrs. Williams stated that bad debt write-offs had not been consistently done because EMS Billing was transitioning from Zoll billing software to ESO billing software, and EMS Billing was four months behind in billing. This was attributed to EMS Billing not having all the information in the new system (ESO) that was entered in Zoll; so, EMS Billing was operating out of two systems, therefore the bad debt write offs were not conducted.

Mrs. Williams stated it is (DPS) policy to write off any debt that is uncollectable after 120 days. During this time frame EMS Billing switched collection agencies, and all collection accounts had to transfer from the old collection company to the new collection company. This required billing personnel to re-enter data into the system to be sent to the new collection agency.

IA inquired about the statement made by former Department of Public Safety Director [Mike] Weaver – "that the new manager back there discovered overlooked accounts caused from a software glitch." Williams stated that EMS Billing had transitioned out of the Zoll system and were operating in the ESO system at 100%. In December she hired a Zoll representative [BJ Terrill] to train her new Billing Manager [Shandra Jenkins], because billing was now trying to transition from ESO back to Zoll. As Terrill reviewed the files entered under the former software system (Zoll), she noted accounts that had not been processed or that the workflow was not in staff's normal workload. The review of these accounts noted unworked accounts (that is accounts that were not processed through billing) from 2003 through 2017 that were not assigned to billing personnel. Mrs. Williams acknowledged that for 14 years the information was in the system but not reviewed.

⁶⁸ In an email to IA dated May 15, 2019, Ms. Williams provided an Excel Spreadsheet entitled Bad Debt Write Off Summary, detailing the Date of Service, Bad Debt Write Off Amount and Amount Sent to Collections for ESO and Zoll systems. This spreadsheet is maintained in the electronic case file.

⁶⁹ Williams, 24:02

Once she learned of this, she immediately notified Former Director Weaver and inquired as to how he wanted to address the matter. Former Director Weaver told her "we need to write it off in one lump sum, we don't need to hide anything, we need transparency, it is what is it, it needs to be written off, it should have been written off a long time ago."

Mrs. Williams said she could not say if her former Billing Manager (Joe Scialdone) had knowledge of the accounts. When asked if the billing manager should have caught these accounts not being handled, Mrs. Williams stated it should have been in somebody's workflow, it could have been in the former manager's workflow, she didn't know.

Mrs. Williams stated the auditors discovered that there was \$5,972,901.34 in uncollectable bad debt and it was noted in the audit report⁷⁰ for Fiscal Year Ended September 30, 2018. Mrs. Williams stated she did not know why over the years it was not assigned to a workflow. She attributed one of the problems with the past incident as the workflow being "Name specific" that is a billing employee would have accounts assigned under their name. If the employee left employment with DPS, the workflow under the employee's name would remain and may not be reassigned. When asked, whose name was on the workflow that was not handled resulting in the matter, she could not say.⁷¹ Mrs. Williams referred IA to Mrs. Jenkins to identify whose workflow these accounts were assigned.

When asked if there are assurances this would not happen again, Mrs. Williams stated Jenkins was trained to review the workflows and there is a system set up to notify her so this would not happen in the future.

When asked if this would have occurred regardless of the implementation of ESO software, Mrs. Williams stated it would have occurred anyway.⁷²

Williams agreed that the problem resulting in the write the \$5,972,901.34 was not a software glitch but a management issue.⁷³ Williams stated once the information was transferred out of a system (Zoll), they were no longer using Zoll. The accounts not assigned were in the Zoll system.

Mrs. Williams attributed the full amount written off to several things including the transition to ESO, terminated billing manager, hired a billing manager, and transitioned to a new secondary collection agency, in the same year. When asked if the Billing Manager that was terminated was done so based on this matter Mrs. Williams stated it was not, that his termination was based on a harassment complaint. She had no billing manager in place from March 2018 until July 2018.

Mrs. Williams stated it was necessary to hire an outside agency to identify the bad debt because there was no one internally who had knowledge on obtaining the bad debt within the system.

Leon Salter – A sworn, and recorded interview was conducted with Interim EMS Manager Salter, on May 16, 2019, in the office of the Director of Public Safety.

⁷⁰ Williams, 29:44

⁷¹ Williams, 32:46

⁷² Williams, 33:15

⁷³ Williams, 33:53

Interim EMS Manager Salter described billing (for EMS services) as a "lifeline."⁷⁴ You cannot function without billing. It was Interim EMS Manager Salter's opinion that once ESO billing was "up and running" they could make up the 30 days (that they were behind in billing) because ESO billing software was supposed to be better and quicker. It did not turn out to be better and required more levels of entry to complete the billing task. Interim EMS Manager Salter described the billing function as the most vital part [of the system] in referring to the ePCR and billing systems.

Shandra Jenkins – A sworn, and recorded interview was conducted with Ms. Jenkins, on May 15, 2019, in the office of the Director of Public Safety. The purpose of this interview was to determine if the procurement and implementation of the ESO software had effect on EMS Billing resulting in the write off \$5,972,901.34 in bad debt and determine if in fact there was a computer "glitch" also attributing to this incident.

IA inquired as to the processes for EMS Billing. Ms. Jenkins stated when [EMS] Operations has 150 calls [for service] once these calls are complete [in the ePCR system] they are [transmitted into the billing system] and a pre-biller would identify available insurance, primary secondary and self-pay, then transmitted to a coder, who would code what action(s) were done by the EMS crews in field. Twice a day EMS Billing processes an electronic data filing where the claims are submitted to the insurance companies. Once these payments are processed the patient is in then billed (the remaining or patient responsibility not covered by insurance or is a co-pay) or the patient's supplemental insurance.

Ms. Jenkins states she has been in the EMS Billing Manager position since the end of August or early September 2018. She was not involved in the initial procurement of the ESO Solutions software. She first became aware of ESO when she was told they (EMS Billing) were going to be using it. She attended a meeting at the direction of former EMS Billing Manager Scialdone for training on the ESO software as it pertained to the billing process. There was an ESO representative on the telephone but not present in the room. The training was intended to show personnel how to enter the charges into the system, although she was not responsible for that task because she was an accountant at the time, her task was to post payments. Ms. Jenkins inquired if there was a testing database so she could become comfortable with [posting in the system].⁷⁵ The ESO representative advised her that they could put her in contact with other vendors that are using the ESO software but there was no testing database. EMS Billing went live with ESO the last week of February 2018. They stopped billing in the Zoll software system in November 2017. She was not aware of any issues with Zoll from an EMS Billing standpoint. When asked why there was a transition from Zoll to ESO, she said she was only told they were moving to ESO.

When asked about her knowledge of the software "glitch" that Former Director Weaver discussed before the BCC, Ms. Jenkins clarified the answer responding if IA was referring to the 5.5 million? IA confirmed that was the reference being discussed. When asked if the use of Zoll billing software, contributed to the bad debt write-off, Ms. Jenkins stated the bulk of the write off was [in]

⁷⁴ Salter, 29:48

⁷⁵ Jenkins, 4:56

Zoll system, and she said accounts ranging from 2003 – 2017, were overlooked.⁷⁶ She stated EMS Billing is supposed to complete a write-off every quarter of certain dates and that was not done.

Ms. Jenkins stated when EMS Billing decided to return to Zoll from ESO, BJ Terrill a Zoll contractor was hired to train her in the EMS Billing process. She said there were so many claims in Zoll that were not turned over [to collections] that should have been off the books and were not worked. When asked why these accounts in Zoll were not worked, Ms. Jenkins said she thinks it was because the prior manager (Scialdone) did not continue review these accounts to ensure they were processed for payment.⁷⁷

Regarding the unbilled amounts identified by Ms. Terrill, Ms. Jenkins surmised that there was not enough follow-up by Former EMS Billing Manager Scialdone to ensure the billing processes were completed. When asked if the \$5,972,901.34 did not go into somebody's workflow, Ms. Jenkins stated everything goes into workflow.⁷⁸

Ms. Jenkins stated the bad debt write-off was approved by the BCC;⁷⁹ however, that amount is turned over to collections and if a payment is received by the collections agency it is returned to EMS Billing, and a reversal of the bad debt would be made in the financial statements. Ms. Jenkins stated not all the \$5,972,901.34 was turned over to the collection agency because after 3 years, this debt would not be collectable. For example, accounts from 2003 through 2016, no collection effort would be initiated.⁸⁰

When asked if determination could be made on what biller(s) may be responsible for not completing the workflow resulting in the \$5,972,901.34 write-off, Ms. Jenkins said those persons assigned to the task of billing have since changed positions or have left the Department, she would have to research to determine what biller was assigned to a certain task, involving Medicare, Blue Cross/Blue Shield and it would have to be done for each year, from 2003 to 2017.⁸¹ When EMS Billing moved from the Zoll billing system to the ESO billing system, the billers were still required to work the claims remaining in Zoll as well as learn the ESO software.

EMS Billing transitioned live to Zoll on January 11, 2019 as the primary billing system. However, EMS Billing is being conducted in the ESO and Zoll systems as there are active accounts in both. When asked what is in place that ensures workflows are not overlooked as the transition continues, Ms. Jenkins stated she is making herself available to staff, she can work claims, so the claims are not backing up if a biller is not at work.⁸²

Currently, EMS Operations has encountered issues with the ESO system because some of the data is not imported into the billing system allowing the processes to be carried out effectively.

⁷⁶ Jenkins, 10:31

⁷⁷ Jenkins, 12:57

⁷⁸ Jenkins, 15:35

⁷⁹ Exhibit 14

⁸⁰ Jenkins, 19:14

⁸¹ Jenkins, 22:00

⁸² Jenkins, 26:02

What has resulted is coders are now required to enter manually what was not imported correctly from ESO into Zoll.

She has no personal knowledge of the procurement process involving ESO, nor any knowledge of violations of the procurement ordinance.

BJ Terrill – On May 29, 2019, a non-recorded interview was conducted with Ms. Terrill by telephone at 303-842-4301. Ms. Terrill worked for Zoll software and was responsible for consulting and software implementation. She was contracted by Escambia County while she was working with Zoll Software, in 2018. Ms. Terrill has retired from Zoll having worked with Zoll for 15 years. She stated when contracted by Escambia County, DPS, her primary duty was to train Ms. Jenkins who had taken over as the billing manager. During the training process, which lasted for three days, she also transitioned records from a former billing system (ESO) to the Zoll system. While conducting these transitions she discovered numerous accounts that had not been billed. When asked, if the failed billing was the result of a computer software glitch, she stated it was not; furthermore, she stated if it had been a glitch it would have occurred across the country and not just in Escambia County. Ms. Terrill attributed poor management for the accounts not being billed. Ms. Terrill said a supervisor would be expected to review and ensure the workflow for billing would be conducted and that did not happen resulting in these accounts not being billed. Ms. Terrill said she had notes regarding her assignment at DPS and would contact Zoll and have them forwarded to IA. [As of date of this report, Zoll has not forwarded these notes to IA.]

On June 3, 2019, IA spoke with Former EMS Billing Manager Scialdone by telephone⁸³ to obtain a statement about his knowledge regarding the EMS Billing inquiry. Mr. Scialdone declined to provide a statement citing "he doesn't want to incriminate himself." He further stated he would speak with an attorney and recontact IA the first of the week of June 10, 2019, with his decision to participate in an investigatory interview. As of the date of this report, Mr. Scialdone has not contacted IA to provide a formal statement.

INVESTIGATIVE ANALYSIS

This investigation considered two primary issues, (1) identification of any violations of the Escambia County Procurement ordinance in the acquisition of the ePCR from ESO Solutions and, (2) contributing factors to the alleged "computer glitch" caused by the acquisition and implementation of the ESO Solutions software resulting in \$5,972,901.34 of bad debt write-off.

As pertains to Procurement of ESO:

IA reviewed Purchase Order Number 171512, Order Date September 15, 2017 in the amount of \$49,915 for the purchase of New Electronic Health Records (PCR) and Analytics Solution that will Interface with Zoll Software. The review of the ESO Quote (supporting this purchase order) line items, Full price for is shown as \$58,365 with \$8,450 in discounts for a Grand Total of \$49,915. Further review showed in writing beside the Grand Total "Approved Steve White 8/24/17."

IA conducted multiple interviews with DPS and EMS Operations staff. Interim EMS Manager Salter testified the EMS administrative team comprised of Former EMS Chief White, Section Chief

⁸³ Contact was made through telephone number 850-530-8094.

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Kenney, and an organizational committee were more involved in the procurement process than he was, although he was involved in some of the conversations. Section Chief Kenney testified her involvement was limited to setting up a sandbox to facilitate testing of the ESO software. She further testified that she did not know who did the procurement of ESO software, but she assumed it was Former EMS Chief White. Section Chief Kenney testified she does not know anything about how the procurement transpired. Mrs. Ritter stated she did not participate in the acquisition of the ESO software system. Former EMS Chief White excluded her from that process she attributed this to him trying to adjust the prices (on the purchase of the ESO, software) and go against county policy. Her involvement with any of the process was during the demonstration of the software in June or July 2017. Former EMS Chief White set up the demonstration and ESO made a remote presentation to show features of the software.

Mrs. Williams testified the primary contacts regarding the financial side of the procurement process would have been Former EMS Chief White and Section Chief Kenney. According to the testimony of Salter, Kenney, Williams and Ritter, Former EMS Chief White was responsible for the procurement and implementation of the Electronic Health Records (ePCR) and Analytics Solution software (Exhibit #2).

Williams testified that she advised EMS Operations staff that if the software to be purchased cost less than \$50,000, she would require three quotes from three different vendors. If the software purchase exceeded \$50,000, the acquisition would require a sealed bid process.

At least three quotes were obtained from ESO Solutions, Image Trend, and EMS Charts. Two of the quotes, Image Trend and EMS Charts exceeded \$50,000; however, the ESO Solutions quote on file was less than \$50,000, therefore a bid was not required. Section Chief Kenney's testified that she never observed the [ESO] quote and was not aware of any cost exceeding \$50,000. Interim EMS Manager Salter's testified he was not aware of any discussions with representatives of ESO concerning the cost of software purchased. Additionally, Interim EMS Manager Salter's testimony was that he never heard of any amount over the \$50,000. Mrs. Ritter's testimony was that she heard a conversation with an unidentified ESO representative, discussing with Former EMS Chief White, Interim EMS Manager Salter, and Section Chief Kenney a way to keep the software purchase under \$50,000 to avoid a bid process. Ms. Ritter further stated she observed a quote from ESO Solutions in possession of Former EMS Chief White that exceeded \$50,000.⁸⁴

In review of the quotes from ESO Solutions, Image Trend and EMS Charts, IA noted Image Trend and EMS Charts included a CAD interface component. The ESO Solutions quote and subsequent purchase did not include this CAD interface. Mrs. Ritter testified that she told Former EMS Chief White, prior to the purchase of the ESO Solutions software that the CAD interface was required. Mrs. Ritter said he did receive an email from Former EMS Chief White after the original ESO purchase where he told her "we need to purchase the CAD interface." It is her belief that the CAD interface was not made part of the purchase because it would cause the purchase to exceed \$50,000, thus requiring a bid. The CAD was included in the Image Trend and EMS Charts quotes, resulting in these quotes exceeding \$50,000.

IA reviewed an email from Metcalf, of ESO Solutions Inc., to [Former EMS Chief] Steve P. White, with attachment of CAD Add-on quote (Exhibit # 11) dated December 7, 2017. The email

⁸⁴ IA attempted to obtain all quote(s) provided by ESO Solutions; however, to this date, ESO has not provided the quote(s).

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transmitted the CAD quote and advising [Former Chief White] to sign bottom of the quote and return to Metcalf. IA further noted the CAD quote was provided to Former EMS Chief White one month after the BCC had approved the Master Agreement for purchase of the ESO software.

IA inquired as to the operational status of the ESO Solutions software. Interim EMS Manager Salter stated that the software was operational with "small hiccups" but it was operational. IA inquired about the CAD interface, Interim EMS Manager Salter said he does not know if this was one of those components that should have been included or once the system is operational it was found not to work [or be required]. Interim EMS Manager Salter did not have knowledge as to Former EMS Chief White knowing there was a need for this or if it may have been intentionally left out of the original purchase to keep the price below \$50,000. Interim EMS Manager Salter said EMS Communications Chief Hamilton may have knowledge regarding the necessity for this component. IA interviewed EMS Communications Chief Hamilton who stated he viewed the CAD interface as a critical part of the software solution. When IA inquired as to the necessity for the CAD interface, Mr. Hamilton stated the interface allows crews in the field to obtain data from the server and complete their charts. Without the interface, although he could not be specific in number, up to 100 data fields would have to be manually entered by crews in the field.

IA reviewed Purchase Order No. 190679, Order Date October 31, 2018, Enhancement to the EMS Billing Software by the Original Manufacturer. User Licenses, Support, Software updates (Exhibit # 12) and Invoice Number INV00011429 from ESO Solutions, dated October 25, 2018 in the amount of \$49,868.17 (Exhibit # 13). The Invoice, paid under Purchase Order 190679, included the following components:

- Cardiac Monitor, Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration, Ongoing maintenance, itemized \$1,951.85
- Cardiac Monitor Discount, itemized (\$1,951.85)
- EHR Billing Standard Interface, Allows for the integration of discrete ePCR data into third party billing software. On-going maintenance included. Itemized \$1,024.85
- EHR Suite w/QM & Mobile Includes Quality Management, AD Hoc Reports, Analytics, Patient Tracker, Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades. Itemized \$52,519.70
- EHR Suite w/QM & Mobile Discount. Itemized (\$3,676.38)

IA inquired of Mrs. Williams as the purchase order shows a description for EMS Billing, in an email from Tamika Williams to IA, Mrs. Williams corrected the Purchase Order description identifying it as follows:

The reoccurring maintenance fee for EMS is \$49,900 (PO.190679) is the renewal. Unfortunately, the description on PO states Billing (inaccurate) but it is actually for the EMS Operations renewal. I've attached a copy of the PO plus a copy of the invoice to show it is for the ePCR software.

Interim EMS Manager Salter also identified items listed in the Invoice in the amount of \$49,000 as recurring costs or the maintenance agreement for the ESO Solutions software.

Department of Public Safety
Office of Internal Affairs

IA inquired of Chris Karp, Escambia County Information Technologies, regarding Purchase Order # 190679, if the products/solutions on the PO were consistent with year 2, or a maintenance agreement. Mr. Karp stated the original purchase was a software subscription therefore, the products/solutions on the PO # 190679 are consistent with this type of subscription.

Additional review of the procurement documents, IA noted the PO # 171512, dated September 15, 2017, for the Electronic Health Record (PCR) and Analytics Solution, preceded the required Board approval of the Master Subscription and License Agreement dated November 2, 2017. On further inquiry with Mrs. Williams, IA was advised in an email:

[Former Emergency Medical Services Chief] Steve White was under the impression that he could sign the agreement since the purchase was under \$50,000 (which is not the case). It took a while for both our (sic) and ESO to come to an agreement on the terms and conditions of the agreement. Once legal sufficiency was approved, the next available meeting was the November 17th BCC meeting.

IA confirmed that although PO # 171512 was issued prior to the approval of the Agreement with the BCC, Check Number 10152738⁸⁵ was issued to ESO Solutions in the amount of \$49,915 on January 10, 2018. This date would be after the approval by the BCC of the MSLA (Exhibit # 8).

On further inquiry with Mrs. Williams, IA attempted to determine when the software was received by DPS, EMS to further ensure the ESO software was not obtained prior to BCC approval. In an email from Mrs. Williams to IA Mrs. Williams states the following:

I do not know the actual date of possession due to it being software, only Steve White would know that information. I only handle the payment part of the process, sorry I cannot be of more help. Normally, we have someone sign a receiving document to show when we actually received that item but that is much more difficult to obtain for software.

According to documentary evidence provided to IA,⁸⁶ the "go live" date for implementation of the ESO Solutions, ePCR software was November 30, 2017, 5:00 P.M.

IA reviewed an email dated November 16, 2017, (14 days after approval of the MSLA by the BCC) Former EMS Chief White sent to Monica Simpson, ESO Solutions requesting an invoice for the CAD feature (interface), that had been omitted in the purchase of the ESO Solutions ePCR software.⁸⁷ It should be noted that the implementation "go-live" date was November 30, 2017, therefore a determination as to the need for this interface based on testing would not have been made. This further corroborates the fact that the CAD interface was a critical component as testified by Communications Chief Hamilton and EMS Analyst Ritter and necessary to the ePCR operation; however, inclusion into the ePCR purchase at the time would have resulted in the overall purchase price exceeding \$50,000, thus requiring a formal bid process.

⁸⁵ Attachment # 5

⁸⁶ See Attachment # 4

⁸⁷ CAD interface component was included in the Image Trend and EMS Charts quotes.

CONCLUSIONS

IA reviewed the following regarding this investigation:

Escambia County Procurement Ordinance, Sec. 46-81. - Source selection.

(a) The procurement of all goods, material, equipment, services and combinations of goods and/or services by or on behalf of the board of county commissioners, including those transactions through which the board of county commissioners shall receive revenue, in an amount equal to or in excess of the mandatory bid amount of \$50,000.00 shall be awarded by a competitive bid or proposal process or as specifically provided in sections 46-91 and 46-100, unless otherwise provided by state or federal law.

Escambia County Procurement Ordinance, Sec. 46-91. - Alternative source selection—Small purchases.

Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the policies and procedures of purchasing; provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this division.

The allegation that Former EMS Chief White violated provisions of the Escambia County Procurement Ordinance is SUBSTANTIATED and supported by acts as follows:

Based on the documentary material and testimonial evidence obtained and reviewed by IA during the investigation; IA determined that there was sufficient evidence to support the fact that Former EMS Chief Steve White violated the Escambia County procurement policy by intentionally excluding the CAD interface from the initial ESO Solutions software purchase, therefore artificially dividing a purchase to constitute a small purchase.

- Testimony provided by witnesses supported the fact that Former Chief Steve White made the decision to make purchase of the ESO Software solutions.
- As Former Chief White led in the procurement of ESO Solutions software, it seems unlikely that this critical component (CAD interface) would be omitted.
- It was noted that Former Chief White received the CAD interface quote on November 16, 2017, which would have been 14 days after the BCC authorizing the MSLA between Escambia County and ESO Solutions, Inc. acknowledging his awareness of the need of this interface.
- Further review of the documentary evidence determined that quotes for ePCR were obtained from two other vendors, in addition to ESO these vendors were identified as Image Trend Inc., 20855 Kensington Blvd., Lakeville, MN 55044 and EMS Charts, 420 Commonwealth Drive, Ste 200, Warrendale, PA 15086. It was noted that Image Trend and EMS Charts quotes contained a CAD interface for dispatch (Enroute software); however, the prevailing vendor, ESO, the CAD interface was not included in the purchase. Image Trend cost for this interface was \$3,500 and EMS Charts for this interface was \$3,948.

- According to witness testimony, this interface was a requirement in the implementation⁸⁸ of the ePCR system and Former Chief White was told that it was required prior to the purchase of the ePCR from ESO.
- Additional witness testimony further indicated that the CAD interface is a critical component to the system, without the interface, crews in the field would be required to manually enter every data field, these fields could be up to 100 separate entries.
- Witness testimony supported the fact that the CAD interface was not included in the ESO quote and purchase as detailed in Exhibit A-1 of the MSLA.
- Witness and documentary evidence support the fact that Escambia EMS, under the direction of Former EMS Chief White communicated with ESO Solutions to obtain a quote for ePCR under \$50,000.⁸⁹
- Witness testimony included an observation of a quote greater than \$50,000⁹⁰ in the possession of Former EMS Chief White. Former EMS Chief White made the statement we are trying to get this price down.
- Had the CAD interface been made part of the original quote submitted by ESO, the overall cost for ESO, software would have been \$53,910, thus requiring a closed bid process.
- The final quote and purchase from ESO show a purchase price of \$58,365 with \$8,450 in discounts for a Grand Total of \$49,915.
- In an email dated November 16, 2017, (14 days after approval of the MSLA by the BCC) Former EMS Chief White communicated with Monica Simpson, ESO Solutions requesting an invoice for the CAD feature, omitted in the purchase of the ESO Solutions ePCR software.⁹¹ It should be noted that the implementation "go-live" date was November 30, 2017. This further corroborates the fact that the CAD interface was a critical component as testified by Communications Chief Hamilton and EMS Analyst Ritter and necessary to the ePCR operation; however, inclusion into the ePCR purchase at the time would have resulted in the overall purchase price exceeding \$50,000, thus requiring a formal bid process.

Escambia County Code of Ethics, Section II; C.26, Effective Date November 20, 2008, Excerpt of Policy, Section C. Standards of Conduct Paragraph 3. Withholding of Information (Required Disclosure)

(b) No public appointed officers or employees shall withhold any information when the officer of employee knows, or reasonably should know, that a failure to disclose may impair the proper decision making an any County boards, authorities, agencies, or committees.

IA alleges that Former EMS Chief White violated the provisions of this ordinance by:

- Failure to disclose to the BCC the actual costs of a fully operational ePCR system, by excluding the CAD interface.

The BCC should have approved the MSLA based upon what they believed was objective vetting by Escambia EMS under the direction of Former Chief White; however, the facts of the investigation indicated a partiality toward ESO Solutions and predestined ESO would be awarded

⁸⁸ See testimony of Lindsay Ritter, EMS Analyst, System Administrator

⁸⁹ Attachment # 2

⁹⁰ Ritter, 1:31:21

⁹¹ CAD interface was included in the Image Trend and EMS Charts quotes.

the contract not based upon the advantages of their deliverables, but by establishing and earning the favor of Former EMS Chief White. This is further demonstrated in an email from ESO Implementation Administrator Monica Simpson to Former EMS Director White on August 25, 2017, or 70 days prior to the BCC having reviewed and approved the MSLA, wherein Simpson is welcoming Escambia EMS to ESO Solutions and scheduling a "kick-off" (implementation) call. Additionally, Former EMS Director White inquires of other DPS and County staff as to availability for the "kick-off" call on this same date.

Additionally, the investigation revealed that although Image Trend and EMS Charts were permitted to make a demonstration of their products, Former EMS Chief White did not afford Image Trend and EMS Charts the opportunity to have their products "sandboxed" or tested by potential end users.

The acquisition of the ePCR from ESO Solutions was one in which the recurring annual cost exceeded the initial contract execution and deliberately excluded vital components to the initial purchase of the ePCR system. Had all components been included the quote and subsequent purchase it would have exceeded the minimum allowable purchase amount under policy thus requiring a bid process. It would be expected that this bid process would have resulted in an end user product, that considered the entire Department needs, based on proper vetting. Currently, EMS Operations and EMS Billing are transitioning to the former Zoll system⁹² of which has required additional financial expenditures and other resources that would not have been expected had proper vetting of the ePCR system been conducted.

Former EMS Chief White did not show diligence in the expenditure of public funds, falling short of ethical standards expected from a public employee.

The investigation did not find ESO Solutions to be complicit in the acts by Former EMS Chief White.

As pertains to EMS Billing:

Regarding EMS Billing, testimony and documentary evidence support the finding that EMS Billing was not initially considered part of the ESO Solutions software ePCR implementation although [the billing function] was described as the most vital part" of the system and billing (for EMS services) as a "lifeline."⁹³ The proper vetting of the system implementation should have

⁹² IA has been made aware of concerns regarding this transition, however outside the scope of this investigation. In an email from EMS Analyst Ritter dated June 5, 2019, Ritter states: Thursday's (June 6, 2019) Board meeting to approve going back to Zoll's ePCR software, which is what we used prior to moving to ESO. If that contract is approved, I will have set dates available to provide to you for the implementation and training. Administration's goal is to go live with Zoll by September 1st. That brings up a huge issue I have as well. For some reason, EMS administration has been pushing to go back to Zoll and will not even allow me to fully vet the new version of software against other ePCR software options. Another vendor, ImageTrend, actually put together a pilot program specifically for our agency, that they've never done for anyone before, to FULLY test their entire system, INCLUDING all interfaces! They would literally implement the entire system, I would work with them to configure the software to the exact needs of our agency, just as if we were actually going live with it, program all of the interfaces, then we would be able to have crews test the software and provide feedback. If crews found any issue or would like to see things a certain way, we would work to try to make that happen. This would provide complete testing of all of the functions, verify all of the interfaces work exactly as we need them to, verify all of the data was being imported into Zoll's billing software (the billing department has now gone back to Zoll's billing software and will remain on it. If we did not use Zoll's ePCR software, it would simply be a matter of programming an interface, such as the one I just programmed to move the data from ESO into Zoll's billing software), verify the data was being extracted properly to the state reporting agency, EMSTARS, etc. The best part about all of it is, they put all of this together for us for free.

⁹³ Salter, 29:48

considered the continued use of Zoll interface at the time of the implementation of ESO ePCR; however, this would have required an interface at the cost of approximately 15K. The result of non-vetting of the ePCR implementation is the loss of revenue, *inter alia*, to the County.

Additionally, the **EMS Billing** inquiry, including the write off bad debt, based on the documentary material and testimonial evidence obtained and reviewed by IA during the inquiry finds the following:

While there was a failure of the Department to evaluate all end-users that could be affected by the EMS Operations ESO Solutions software implementation,⁹⁴ the required write-off of bad debt was attributed to a failure of management to continue to review and ensure the workflow for billing would be conducted in all billing systems.

Additionally, the reported "overlooked accounts" or unbilled accounts caused by a "computer glitch" represented to the BCC during the April 4, 2019 meeting, could not be supported by testimony or documentary evidence.

⁹⁴ Also supported in the Management Letter of the Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2018 (Exhibit 16).

V. EXHIBITS

Notice of Assignment (Exhibit # 1)

Purchase Order No. 171512, Order Date September 15, 2017 in the amount of \$49,915 this document shows for the purchase of New Electronic Health Records (PCR) and Analytics Solution that will Interface with Zoll Software. (Exhibit # 2)

Image Trend Quote Number KF-66599, August 16, 2017, in the amount of \$213,165 – Quote includes CAD Integration Annual Support and Hosting EMS EnRoute, itemized cost of \$3,500. (Exhibit # 3)

EMS Charts Quote date August 14, 2017, in the amount of \$57,036 – Quote includes Dispatch Import from Enroute CAD, itemized cost of \$3,948. (Exhibit # 4)

Purchase Order No. 171512-1, Order Date September 15, 2017, Administrative Change to Capitalize the Purchase in Intangible Assets per the Clerk's Office. (Exhibit # 5)

BCC Regular Meeting for November 2, 2017, Issue: ESO Solutions, Inc. Master Subscription and License Agreement. The document is a Recommendation from Former DPS Director Mike Weaver, concerning the Master Subscription and License Agreement with ESO Solutions, Inc. for the Electronic Health Records. The recommendation calls for the Board to approve and authorize the Chairman to sign the Master Subscription and License Agreement with ESO Solutions Inc., for the ePCR system for maintaining electronic healthcare records at a cost of \$49,915, to include the purchase of the system, billing standard interface, and 3 days of onsite training. (Exhibit # 6)

Minutes of the Public Forum Work Session and the Regular Meeting of the Board of County Commissioners Held November 2, 2017. (Exhibit # 7)

Master Subscription and License Agreement (Agreement) between Escambia County and ESO Solutions, Inc., transmittal message with the software agreement attached, dated December 29, 2017, addressed to Tamika Williams [DPS Operations Manager] from Judy Witterstaeter, Program Coordinator, County Administration, with the initials "SJ for JW", dated December 29, 2017. The Agreement was representative of the purchase of the software in the amount of \$49,915.00. The Agreement was signed by ESO Solutions, Inc. CEO and President Chris Dillie and Commissioner D. B. Underhill, representative of the Board of County Commissioners, as Chairman, executed on November 2, 2017. (Exhibit # 8)

Electronic Mail Message from Tamika Williams to Keith Morris, dated 5/23/2019, Subject: ESO Agreement/Approval. (Exhibit # 9)

Voucher Number 18-098, dated 12/13/2017, Vendor ESO Solutions, Inc. for CAD Integration, Invoice # INV00004240. (Exhibit # 10)

Electronic Mail Message (email) from Scot Metcalf, Sales Representative of ESO Solutions Inc., to Steve P. White, with attachment Escambia Co. CAD Add-on.pdf. (Exhibit # 11)

Department of Public Safety
Office of Internal Affairs

Purchase Order No. 190679, Order Date October 31, 2018, Enhancement to the EMS Billing⁹⁵ Software by the Original Manufacturer. User Licenses, Support, Software updates. (Exhibit # 12)

Invoice Number INV00011429 from ESO Solutions, dated October 25, 2018 in the amount of \$49,868.17. (Exhibit # 13)

County Administrator's Report, Budget and Finance Consent, BCC Regular Meeting Date April 4, 2019, Recommendation Concerning the Write-off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts by [Former] Public Safety Director Michael Weaver. (Exhibit # 14)

Letter from Former Assistant County Administrator Amy Lovoy to the Florida Auditor General dated April 9, 2019. (Exhibit # 15)

Escambia County. Florida – Comprehensive Annual Financial Report, fiscal Year Ended September 30, 2018 (Exhibit # 16)

Memorandum to Escambia County Board of County Commissioners from Pam Childers, Clerk of Circuit Court & Comptroller & Sharon Harrell, Finance Director, Subject EMS Unbilled Services, dated May 28, 2019 (Exhibit # 17)

⁹⁵ In an email from Tamika Williams to Investigator Keith W. Morris, Mrs. Williams corrected the Purchase Order description identifying it as follows: *The reoccurring maintenance fee for EMS is \$49,900 (PO. 190679) is the renewal. Unfortunately, the description on PO states Billing (inaccurate) but it is actually for the EMS Operations renewal. I've attached a copy of the PO plus a copy of the invoice to show it is for the ePCR software.*

VII. DISTRIBUTION LIST

Action Official Distribution:

This report is distributed with all exhibits and attachments for action to:
[Acting County Administrator].

Files:

The original of the complete report has been placed in the Electronic Investigation File.


EXHIBIT # 1



Board of County Commissioners • Escambia County, Florida

Matthew Coughlin
Assistant County Administrator
Public Safety Department

To: Keith W. Morris, Internal Affairs, Escambia County Public Safety

From: Matthew F. Coughlin, Assistant County Administrator/Acting Public Safety Director 

Date: April 12, 2019

Re: Escambia County Public Safety/Emergency Services Procurement

Please proceed with gathering evidence and requisite interviews in support of a targeted investigation into the acquisition of the ESO software system. I anticipate several employees will be interviewed. All protections will be provided by their class of employment. Please coordinate with the County Attorney's Office should the need arise.

Specifically, I would like to have an understanding as to the factors involved in the search for a new software system. An overview of the software integration into both our patient care and billing systems would be helpful. Additionally, I would also like to have an understanding as to whether all procurement procedures were adhered to in the acquisition of this system.

Cc: Amy Lovoy, Interim County Administrator
Alison Rogers, County Attorney

EXHIBIT # 2

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

V E N D O R | 421253
ESO SOLUTIONS INC
PO BOX 670324
DALLAS TX 75267-0324

S
H
I
P
T
O

PUBLIC SAFETY FACILITY

6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714

ATTN: TAMIKA WILLIAMS / 471-6429

[illegible]

APPROVED BY

Original Purchase Order

GENERAL TERMS AND CONDITIONS

[illegible][illegible]

**Board of County Commissioners
Escambia County
Budget Amendment Request**



330302/54601

ESO Solutions, Inc.
9020 N. Capital of Texas Hwy.
Building II-300
Austin, TX 78758

ESO CONTACT DETAILS

Prepared By: Scot Metcalf
Email: scot.metcalf@eso-solutions.com

Phone: (866) 765-9471

CUSTOMER CONTACT DETAILS

Contact Name: Steve White
Bill To Name: Escambia County EMS
Bill To: 6575 North 'W' Street
Pensacola, Florida 32505
United States

Quote Number: 00010236
Created Date: 8/16/2017
Expiration Date: 10/31/2017

QUOTE LINE ITEMS

Product	Quantity	Discounts	Total Price	Line Item Description
EHR Suite w/ CM & Mobile 30,000 - 45,000 Calls	1.00	\$3,570.00	\$17,420.00	Includes unlimited users, live support, state data reporting, Analytics, hospital link-up, continuous weekly web training, free regional user groups, and software upgrades
Cardiac Monitor 30,000 - 45,000 Incidents	1.00	\$1,895.00	\$0.00	Annual Recurring Cost - Unlimited Cardiac Monitors, allows for the import of cardiac monitor data
Billing Standard Interface 30,000 - 45,000 Incidents	1.00	\$0.00	\$995.00	Annual recurring cost - Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included
Training - EHR	3.00	\$2,985.00	\$0.00	3 days of on-site training
Training Travel Costs - EHR	1.00	\$0.00	\$1,500.00	Training and Travel Cost

Full Price: \$59,365.00
Sum of Discounts: \$6,450.00
Grand Total: \$49,915.00

Approved
S. J. White 8/24/17

NOTES

1. The subscription rate is based on volume and will be re-evaluated on an annual basis.
2. Further terms and conditions apply as defined in the ESO Subscription Agreement.
3. If your organization is not tax exempt, sales tax will be added where applicable.
4. Additional charges from your billing and/or CAD vendor may apply and should be discussed with that vendor.

THANK YOU FOR CONSIDERING ESO SOLUTIONS

Ship To:
 Lindsay Ritter
 Escambia County Public Safety Department
 6575 North 71st Street
 Pensacola, Florida 32505
 850.471.6423
 lritter@escambia.com

Bill To:
 Same as Ship To

IMAGETREND® Quote

Salesperson	Quote Number	Date	
Kevin Fox	KF-00000	August 18, 2017	
Description	Qty	Unit Price	Total
Software			
EMS Web-based Products			
ImageTrend Elite™ EMS			
ImageTrend Elite EMS License	1	\$29,000.00	\$29,000.00
ImageTrend Elite EMS Annual Support	1	\$9,500.00	\$9,500.00
ImageTrend Elite EMS Annual Hosting	1	\$18,000.00	\$18,000.00
ImageTrend Elite EMS Setup Fee and Project Management	1	\$10,000.00	\$10,000.00
EMS Mobile Products			
ImageTrend Elite™ Field			
ImageTrend Elite Field Station	1	\$20,000.00	\$20,000.00
ImageTrend Elite Field Station Annual Support	1	\$3,000.00	\$3,000.00
EMS Add-On Items			
ImageTrend Visual Informatics™			
Visual Informatics™ Annual Support	1	\$12,000.00	\$12,000.00
Visual Informatics™ Setup Fee	1	\$3,500.00	\$3,500.00
Visual Informatics™ Annual Support	1	\$3,500.00	\$3,500.00
Exports / Integrations			
FTP Automated Export of the NEMSIS v2 XML and PDF File Annual Support & Hosting (1 Data Source)	1	\$3,500.00	\$3,500.00
How Often: Runs every 15 minutes			
Number of Connections: 1 Connection to the Standard FTP Integration	1	\$1,000.00	\$1,000.00
CAD Integration Annual Support and Hosting	1	\$3,500.00	\$3,500.00
TeleStaff Integration			
TeleStaff Integration Setup Fee	1	\$12,500.00	\$12,500.00
TeleStaff Integration Annual Support and Hosting	1	\$4,575.00	\$4,575.00
Training			
Training Sessions - Onsite (Full Day V.P.)	3	\$1,000.00	\$3,000.00
Travel per Trainer per Trip for Onsite Training	1	\$1,750.00	\$1,750.00
Webinar Training Sessions (a 2 hour session M-F during ImageTrend's Standard Business Hours)	2	\$250.00	\$500.00
TOTAL Year 1*			\$213,155.00
*Annual Fees after Year 1:			\$52,415.00
Optional Items			
Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.			
<input type="checkbox"/> Health Information Hub			
ImageTrend HHH™ (Send EMS Data to Hospital) Annual Integration-as-a-Service (aaS) Fee per Hospital-IDE Connection	1	\$5,000.00	\$5,000.00
ImageTrend HHH™ (Receive Hospital Data Back to EMS) Annual Integration-as-a-Service (aaS) Fee per Hospital-IDE Connection	1	\$4,500.00	\$4,500.00
ImageTrend HHH™ Annual Integration-as-a-Service Volume Fee	1	\$17,250.00	\$17,250.00
<input type="checkbox"/> ImageTrend Mapping and Reporting System™ (MARS™)			
MARS™ Setup Fee	1	\$7,500.00	\$7,500.00
MARS™ Annual Training and Fee	1	\$9,100.00	\$9,100.00
<input type="checkbox"/> ImageTrend Continuum™			
ImageTrend Continuum™ Setup	1	\$5,000.00	\$5,000.00
ImageTrend Continuum™ Annual Setup Fee	\$7000	\$0.00	\$0.00
<input type="checkbox"/> Data Mart™ - Client Hosted (1 Data Source)			
Data Mart™ - Client Hosted License Fee (1 Data Source)	1	\$25,000.00	\$25,000.00
Data Mart™ - Client Hosted Annual Support (1 Data Source)	1	\$5,000.00	\$5,000.00

Terms of Agreement

*The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

*The recurring annual fees will be invoiced annually in advance.

*Project completion occurs upon receipt of the product.

*ImageTrend's license, annual support and hosting are based on

57,000

annual incidents as provided by Client.

*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.

*This proposal is valid for 90 days.

IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

Approved As:
ImageTrend, Inc.

Escambia County Public Safety Department

Initials

Dated

If you have any questions regarding this proposal, contact:

Kevin Fink at 952-469-6178 or kfink@imagetrend.com

Mike Tamasi at 952-469-6472 or mtamasi@imagetrend.com

contracts@imagetrend.com

Thank you for your business!

Charts

Escambia County EMS

420 Commonwealth Drive, STE 200

Warrendale, PA 15086

P: (866) 647-8283

contracts@emscharts.com

Quote Date: 8/14/2017
Quote Expiration: 10/13/2017

DESCRIPTION		
emsCharts.com		
<ul style="list-style-type: none"> • 60,000 Estimated calls / year - Next tier in 5,000 increments • Includes a separate accounts for different service lines <ul style="list-style-type: none"> • BLS, CCT, Fly Cars, Special Event, Training Sandbox • 24/7/365 access to emsCharts ePCR • Compliance with HIPAA, HITECH, and Datacenter is SOC2 compliant • Quality Assurance and Total Quality Management of ePCR data • Data Validation by the customer for increased first pass acceptance • Certification tracking functionality for each service • Special reporting functionality with auto-notification • Custom Reporting <ul style="list-style-type: none"> • Ad Hoc Report Writer with email notification 	Annual Fee: \$	26,280 Unlimited
NEMSIS and State Reporting		
<ul style="list-style-type: none"> • Auto export to EMSTARS and Alabama • Can export NEMSIS 2 or 3 data to surrounding states depending on state requirements 	Annual Fee:	Included
Reporting		
<ul style="list-style-type: none"> • Analytics <ul style="list-style-type: none"> • Access to emsCharts library of reports • Able to create own Analytic reports • Benchmarking reports <ul style="list-style-type: none"> • Able to create own Benchmark dashboards 	Annual Fee: \$ Discount \$	8,000 (8,000)
Dispatch Import from EnRoute CAD		
<ul style="list-style-type: none"> • Import Dispatch data into emsCharts and emsCharts mobile • Available for all service lines listed above • Dispatch audit report for reconciliation 	Annual Fee: \$ One-Time Fee for Setup: \$	3,948 -
Mobile		
<ul style="list-style-type: none"> • Offline documentation on an Windows Device → synchronized to the cloud for online access • Signature capture is performed here • If Online: <ul style="list-style-type: none"> • Frequent flyer lookup • Trickle data to the cloud for data integrity 	Annual Fee: \$	10,512
EKG Import to Web or Mobile		
<ul style="list-style-type: none"> • Import EKG data from Philips, ZOLL, or Physio Control <ul style="list-style-type: none"> • Vital Signs, Events, Images, and EKG data file into Page 8 	Annual Fee: \$	6,576 Unlimited
Geocoding		
<ul style="list-style-type: none"> • Assign Latitude and Longitude to incident location • Auto-calculate tenth of mileages based on Google for Medicare compliance • Create bio-surveillance alerts based on triggers documented on the ePCR 	Annual Fee: \$	5,256 Unlimited
Remote Downloader for Billing		
<ul style="list-style-type: none"> • Windows Service installed at client side to auto-download data <ul style="list-style-type: none"> • ZOLL ASCII file, XML, PDF, Images, signatures, or any combination • Includes PDF of chart, signature forms, and attachments • Auto-download of all service line in one instance 	Annual Fee: \$	4,464 Unlimited
Billing Login to view aggregate data		
<ul style="list-style-type: none"> • Login for billers to use to view aggregate data • View / download multiple service lines from single instance 	Annual Fee:	Included Unlimited

Hospital Access		Annual Fee:	Included Unlimited !
<ul style="list-style-type: none"> Free online access to your receiving facilities to access ePCR data <ul style="list-style-type: none"> Non-Disclosure and confidentiality software access agreement required Ability to place follow up information on patient outcome for EMS provider follow-up 			
Implementation / Project Management		One Time Fee: \$	2,628
		Discount	(\$2,628)
<ul style="list-style-type: none"> NEMSIS 3 dataset <ul style="list-style-type: none"> Compliance NEMSIS 3.3 and NEMSIS 3.3.4 in the <u>same</u> application OUT OF THE BOX NEMSIS Validation tool to ensure 100% compliance with state datasets for data submission Customizable datasets (Code Tables) with NEMSIS compliant mapping for one-the-fly customization while maintaining clean state reporting Import of service demographics <ul style="list-style-type: none"> Workbook provided to Customer to fill out and return <ul style="list-style-type: none"> Basesites, Units, Crew, Payors, and Common Addresses Unique usernames created for crew roster 			Included
<ul style="list-style-type: none"> Historical Patient Import Enroute CAD <ul style="list-style-type: none"> Remote Installation of Client Customer will map CAD values to emsCharts 			Included
Account Management			
<ul style="list-style-type: none"> Assigned Senior Account Manager for point of contact Bi-weekly Project Management Calls to monitor and track status of implementation <ul style="list-style-type: none"> Dates/Times TBD Will taper meetings down to weekly/month as needed 			
Training			Included
<ul style="list-style-type: none"> Webinar Training 6 Days of onsite training <ul style="list-style-type: none"> Two three day sessions for administrators Travel Expenses Agency will provide training venue 		One-Time: \$	6,000
		Discount	(\$6,000)
		One-Time:	As incurred !
Support			Included
<ul style="list-style-type: none"> Emergency Support: 24/7/365 Normal Support Hours: M-F 0800 - 1800 Eastern Electronic Ticketing System Free ongoing training 			Included
emsCharts User Conference 2018		One-Time: \$	1,000
<ul style="list-style-type: none"> Two passes to the emsCharts User Conference in 2018 		Discount: \$	(1,000)
		One-Time Fees: \$	-
		Annual Recurring cost for emsCharts usage: \$	57,036
		Discount: -8% \$	(4,563)
		If paid annually, annual cost (includes discount above): \$	52,701
		Optional Monthly Payment Cost: \$	4,753

- PRICING IS CONFIDENTIAL
- Payments are due 30 days upon invoice
- Call volume will be auto-reconciled quarterly for bracket compliance

		Date
Printed Name	Signed Name	

Charts

Hospital Solutions

Hospital Trauma Registry Interface

- | | | |
|---|-----------|----------------------|
| • Export data to Hospital Trauma registry software | One-Time: | Variable by hospital |
| • Import trauma outcome data to emsCharts from trauma registry software | One-Time: | Variable by hospital |

Hospital Status Board

- | | | |
|---|-----------|----------------------|
| • Application installed at receiving facilities to view ePCR prior to arrival | One-Time: | Variable by hospital |
| • Allows Emergency Departments time to prepare for patient(s) | One-Time: | Variable by hospital |
| • Facilitate transfer of care process | | ! |

Hospital HL7 Interface

- | | | |
|--|-----------|----------------------|
| • Bi-Directional exchange of data between EMS and Hospital | One-Time: | Variable by hospital |
| • MDM - Import EMR data to emsCharts | One-Time: | Variable by hospital |
| • ADT - Export emsCharts HL7 data back to Health System | | Variable by hospital |

Optional Modules for Purchase

Fee

Faxing

Per Page: \$ 0.09

- Fax chart upon completion
- Custom fax rules can be created

3rd Party API's / Custom Software Engineering

Per Hour: \$ 125

- Custom interface to 3rd party applications can be created
- Web Services to send receive a mutually scoped file format for synergy of applications
- Examples Are: HIE, Billing, Inventory Management, Trauma Registry, etc.

!

emsCharts Fire Reports

Annual Fee: \$ 5,000

- NFIRS incident reporting
- Length of Service Award Program
- Duty Roster / Journal
- Analytics
- Single database for setup and configuration

!

Interface to Fire Programs or Emergency Reporting Fire RMS Software

Annual Fee: \$ 5,000

- Data exchange directly to Fire RMS software systems

Operative IQ Interface

Annual Fee: \$ 2,628

- Interface directly to Operative IQ inventory tracking software

Additional onsite or train-the-trainer sessions

- | | | |
|---|--------------|-------------|
| • Two day session for onsite training (2 day minimum) | One-Time: \$ | 2,000 |
| • Travel Expenses | One-Time: | As Incurred |
| • Training venue will be provided by the requestor | | ! |

EXHIBIT # 3

Ship To:
 Lintsey Rader
 Escambia County Public Safety Department
 6515 North 7th Street
 Pensacola, Florida 32505
 850.471.5423
 keller@escambia.com

Bill To:
 Same as Ship To

IMAGETREND®
 Quote

Salesperson		Quote Number		Date	
Kevin Fox		RF-27559		August 16, 2017	
Description		Qty	Unit Price	Total	
Software					
EMS Web-based Products					
Imagetrend Elite™ EMS					
Imagetrend Elite EMS License	1		\$50,000.00		\$50,000.00
Imagetrend Elite EMS Annual Support	1		\$4,500.00		\$4,500.00
Imagetrend Elite EMS Annual Backup	1		\$16,000.00		\$16,000.00
Imagetrend Elite EMS Software Management	1		\$10,000.00		\$10,000.00
EMS Mobile Products					
Imagetrend Elite™ Field					
Imagetrend Elite Field Software License	1		\$60,000.00		\$60,000.00
Imagetrend Elite Field Software Annual Support	1		\$5,000.00		\$5,000.00
EMS Add-On Items					
Imagetrend Visual Informatics™					
Visual Informatics™ Annual Support	1		\$12,000.00		\$12,000.00
Visual Informatics™ Annual Support	1		\$3,500.00		\$3,500.00
Exports / Integrations					
FTP Automated Export of the NEMIS v1 AVL and PDF File Annual Support & Hosting (Client handles FTP)		1	\$3,500.00		\$3,500.00
FTP Automated Export of the NEMIS v1 AVL and PDF File Annual Support & Hosting (Client handles FTP)	1		\$1,000.00		\$1,000.00
FTP Automated Export of the NEMIS v1 AVL and PDF File Annual Support & Hosting (Client handles FTP)	1		\$3,500.00		\$3,500.00
Training					
Training Sessions - Onsite (Full Day 1/2)		3	\$1,000.00		\$3,000.00
Travel Per Trainer per Trip for Onsite Training	1		\$1,750.00		\$1,750.00
Weather Training Sessions (a 2 hour session 1/2 during Imagetrend's Standard Business Hours)	2		\$200.00		\$400.00
TOTAL Year 1					\$213,150.00
Annual Fees after Year 1					\$52,415.00
Optional Items					
Client may elect to purchase any of the following items by checking the associated box. These items will be added to your total cost.					
Health Information Hub					
Imagetrend HIR™ (Send EMS Data to Hospital Annual Integration-as-a-Service (aaS) Fee per Hospital/Integration Correction)	1		\$5,000.00		\$5,000.00
Imagetrend HIR™ (Receive Hospital Data Back to EMS) Annual Integration-as-a-Service (aaS) Fee per Hospital/Integration Correction	1		\$4,500.00		\$4,500.00
Imagetrend HIR™ Annual Integration-as-a-Service Volume Fee	1		\$17,250.00		\$17,250.00
Imagetrend Mapping and Reporting System™ (MARS™)					
MARS™ Software Fee	1		\$7,500.00		\$7,500.00
MARS™ Annual Training Fee	1		\$8,250.00		\$8,250.00
Imagetrend Continuum™					
Imagetrend Continuum™ Software	1		\$5,000.00		\$5,000.00
Imagetrend Continuum™ Annual Software Fee			\$0.00		\$0.00
Data Mart™ - Client Hosted (1 Data Source)					
Data Mart™ - Client Hosted License Fee (1 Data Source)	1		\$25,000.00		\$25,000.00
Data Mart™ - Client Hosted Annual Support (1 Data Source)	1		\$5,000.00		\$5,000.00

Bindenex CLEX

Terms of Agreement

- The above mentioned items will be invoiced upon Central signature with payment terms of net 30 days.
- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on 57,000 annual incidents as provided by Client.
- IMAGE TREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.

IMAGE TREND will invoice sales tax to non-exempt CLIENTS where applicable.

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

Approved As:
ImageTrend, Inc.

Escambia County Public Safety Department

Initials

Dated

If you have any questions regarding this proposal, contact:
Kevin Firk at 952-469-6178 or kfirk@imagetrend.com
Mike Tomasi at 952-469-6472 or mmtomasi@imagetrend.com
central@imagetrend.com
Thank you for your business!

EXHIBIT # 4

Charts

Escambia County EMS

420 Commonwealth Drive, STE 200

Warrendale, PA 15086

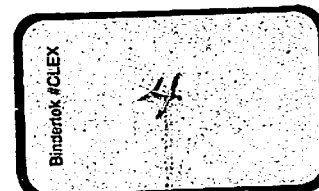
P: (866) 647-8283

contracts@emscharts.com

Quote Date: 8/14/2017

Quote Expiration: 10/13/2017

DESCRIPTION		
emsCharts.com	Annual Fee: \$	26,280
<ul style="list-style-type: none"> • 60,000 Estimated calls / year - Next tier in 5,000 increments • Includes a separate accounts for different service lines <ul style="list-style-type: none"> • BLS, CCT, Fly Cars, Special Event, Training Sandbox • 24/7/365 access to emsCharts ePCR • Compliance with HIPAA, HITECH, and Datacenter is SOC2 compliant • Quality Assurance and Total Quality Management of ePCR data • Data Validation by the customer for increased first pass acceptance • Certification tracking functionality for each service • Special reporting functionality with auto-notification • Custom Reporting <ul style="list-style-type: none"> • Ad Hoc Report Writer with email notification 		Unlimited
NEMSIS and State Reporting	Annual Fee:	Included
<ul style="list-style-type: none"> • Auto export to EMSTARS and Alabama • Can export NEMSIS 2 or 3 data to surrounding states depending on state requirements 		
Reporting	Annual Fee: \$	8,000
<ul style="list-style-type: none"> • Analytics <ul style="list-style-type: none"> • Access to emsCharts library of reports • Able to create own Analytic reports • Benchmarking reports <ul style="list-style-type: none"> • Able to create own Benchmark dashboards 	Discount \$	(8,000)
Dispatch Import from EnRoute CAD	Annual Fee: \$	3,948
<ul style="list-style-type: none"> • Import Dispatch data into emsCharts and emsCharts mobile • Available for all service lines listed above • Dispatch audit report for reconciliation 	One-Time Fee for Setup: \$	
Mobile	Annual Fee: \$	10,512
<ul style="list-style-type: none"> • Offline documentation on an Windows Device --> synchronized to the cloud for online access • Signature capture is performed here • If Online: <ul style="list-style-type: none"> • Frequent flyer lookup • Trickle data to the cloud for data integrity 		
EKG Import to Web or Mobile	Annual Fee: \$	6,576
<ul style="list-style-type: none"> • Import EKG data from Philips, ZOLL, or Physio Control • Vital Signs, Events, Images, and EKG data file into Page 8 		Unlimited
Geocoding	Annual Fee: \$	5,256
<ul style="list-style-type: none"> • Assign Latitude and Longitude to incident location • Auto-calculate tenth of mileages based on Google for Medicare compliance • Create bio-surveillance alerts based on triggers documented on the ePCR 		Unlimited
Remote Downloader for Billing	Annual Fee: \$	4,464
<ul style="list-style-type: none"> • Windows Service installed at client side to auto-download data <ul style="list-style-type: none"> • ZOLL ASCII file, XML, PDF, Images, signatures, or any combination • Includes PDF of chart, signature forms, and attachments • Auto-download of all service line in one instance 		Unlimited
Billing Login to view aggregate data	Annual Fee:	Included
<ul style="list-style-type: none"> • Login for billers to use to view aggregate data • View / download multiple service lines from single instance 		Unlimited



Charts

420 Commonwealth Drive, STE 200
Warrendale, PA 15086
P: (866) 647-8283
contracts@emscharts.com

Hospital Solutions		
Hospital Trauma Registry Interface		
• Export data to Hospital Trauma registry software	One-Time:	Variable by hospital
• Import trauma outcome data to emsCharts from trauma registry software	One-Time:	Variable by hospital
Hospital Status Board		
• Application installed at receiving facilities to view ePCR prior to arrival	One-Time:	Variable by hospital
• Allows Emergency Departments time to prepare for patient(s)	One-Time:	Variable by hospital
• Facilitate transfer of care process		!
Hospital HL7 Interface		
• Bi-Directional exchange of data between EMS and Hospital	One-Time:	Variable by hospital
• MDM - Import EMR data to emsCharts	One-Time:	Variable by hospital
• ADT - Export emsCharts HL7 data back to Health System		Variable by hospital

Optional Modules for Purchase		Fee
Faxing	Per Page: \$	0.09
• Fax chart upon completion		
• Custom fax rules can be created		
3rd Party API's / Custom Software Engineering	Per Hour: \$	125
• Custom interface to 3rd party applications can be created		
• Web Services to send receive a mutually scoped file format for synergy of applications		
• Examples Are: HIE, Billing, Inventory Management, Trauma Registry, etc.		!
emsCharts Fire Reports	Annual Fee: \$	5,000
• NFIRS incident reporting		
• Length of Service Award Program		
• Duty Roster / Journal		
• Analytics		
• Single database for setup and configuration		!
Interface to Fire Programs or Emergency Reporting Fire RMS Software	Annual Fee: \$	5,000
• Data exchange directly to Fire RMS software systems		
Operative IQ Interface	Annual Fee: \$	2,628
• Interface directly to Operative IQ inventory tracking software		
Additional onsite or train-the-trainer sessions		
• Two day session for onsite training (2 day minimum)	One-Time: \$	2,000
• Travel Expenses	One-Time:	As Incurred
• Training venue will be provided by the requestor		!

Hospital Access		Annual Fee:	Included
<ul style="list-style-type: none"> Free online access to your receiving facilities to access ePCR data Non-Disclosure and confidentiality software access agreement required Ability to place follow up information on patient outcome for EMS provider follow-up 			Unlimited !
Implementation / Project Management		One Time Fee: \$	2,628
		Discount	(\$2,628)
<ul style="list-style-type: none"> NEMSIS 3 dataset <ul style="list-style-type: none"> Compliance NEMSIS 3.3 and NEMSIS 3.3.4 in the <u>same</u> application OUT OF THE BOX NEMSIS Validation tool to ensure 100% compliance with state datasets for data submission Customizable datasets (Code Tables) with NEMSIS compliant mapping for one-the-fly customization while maintaining clean state reporting 			
<ul style="list-style-type: none"> Import of service demographics <ul style="list-style-type: none"> Workbook provided to Customer to fill out and return <ul style="list-style-type: none"> Basesites, Units, Crew, Payors, and Common Addresses Unique usernames created for crew roster 			!
<ul style="list-style-type: none"> Historical Patient Import 			Included
<ul style="list-style-type: none"> Enroute CAD <ul style="list-style-type: none"> Remote Installation of Client Customer will map CAD values to emsCharts 			
Account Management			Included
<ul style="list-style-type: none"> Assigned Senior Account Manager for point of contact Bi-weekly Project Management Calls to monitor and track status of implementation <ul style="list-style-type: none"> Dates/Times TBD Will taper meetings down to weekly/month as needed 			
Training			Included
<ul style="list-style-type: none"> Webinar Training 6 Days of onsite training <ul style="list-style-type: none"> Two three day sessions for administrators Travel Expenses Agency will provide training venue 		One-Time: \$	6,000
		Discount	(\$6,000)
		One-Time:	As incurred !
Support			Included
<ul style="list-style-type: none"> Emergency Support: 24/7/365 Normal Support Hours: M-F 0800 - 1800 Eastern Electronic Ticketing System Free ongoing training 			Included Included Included Included
emsCharts User Conference 2018		One-Time: \$	1,000
<ul style="list-style-type: none"> Two passes to the emsCharts User Conference in 2018 		Discount: \$	(1,000)
		One-Time Fees: \$	-
		Annual Recurring cost for emsCharts usage: \$	57,036
		Discount: -8% \$	(4,563)
		If paid annually, annual cost (includes discount above): \$	52,701
		Optional Monthly Payment Cost: \$	4,753

- PRICING IS CONFIDENTIAL
- Payments are due 30 days upon invoice
- Call volume will be auto-reconciled quarterly for bracket compliance

Printed Name

Signed Name

Date

EXHIBIT # 5

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 586-4880

PURCHASE ORDER NO. 171512-1**CHANGE DATE: 11/13/17**

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
421253
ESO SOLUTIONS INC
PO BOX 670324
DALLAS TX 75267-0324

SHIP TO
PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS / 471-6429

ORDER DATE: 09/15/17		BUYER: PAUL NOBLES		REQ. NO.: 17001669	REQ. DATE: 09/06/17
TERMS: NET 30 DAYS		F.O.B.: PRE-PAY AND ADD		DESC.: CHANGE ORDER - 1	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
ADMINISTRATIVE CHANGE TO CAPITALIZE THE PURCHASE IN INTANGIBLE ASSETS PER THE CLERK'S OFFICE.					
ADMINISTRATIVE CHANGE ORDER - NO MONETARY CHANGE					
01	.00	LOT	SOFTWARE UPGRADES AND TRAINING COSTS	.0000	.00
FINAL					
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$
01	330302	54601	-49,915.00		.00
01	330302	56801	49,915.00		.00
TOTAL \$.00

APPROVED BY

Original Purchase Order

[Signature] 11/13/17
[Initials]

EXHIBIT # 6



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-12997

County Administrator's Report 10. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 11/02/2017

Issue: ESO Solutions, Inc. Master Subscription and License Agreement

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Master Subscription and License Agreement with ESO Solutions, Inc., for the Electronic Healthcare Records - Michael D. Weaver, Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Master Subscription and License Agreement with ESO Solutions, Inc., for the ePCR system for maintaining electronic healthcare records at a cost of \$49,915, to include the purchase of the system, billing standard interface, and 3 days of on-site training.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330302, CEMS Operations, Object Code 54601, Repair & Maintenance]

BACKGROUND:

ESO Solutions Inc., will replace Zoll ePCR as our electronic healthcare record. ESO Solutions, Inc., provides a Electronic Healthcare Record that will streamline billing and hospital information sharing. It will also provide an enhanced quality assurance/management platform and analytical package. This program will increase EMS ability to report timely information on patient care, bill for services and allow for better analysis of patient care.

As per the Master Subscription and License Agreement with ESO Solutions, Inc., the agreement would require payment of all remaining subscription fees if Escambia County terminates for convenience prior to the expiration of the term.

BUDGETARY IMPACT:

Funding has been budgeted in the FY18 budget Fund 408, General Fund, Cost Center 330302, EMS Operations, Object Code 54601, Repair & Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the Master Subscription and License Agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policies require Board Approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, Steve White, EMS Chief, will oversee implementation of the Agreement and work in close cooperation with ESO Solutions, Inc., representatives.

Attachments

Agreement

EXHIBIT # 7

MINUTES OF THE PUBLIC FORUM WORK SESSION AND REGULAR MEETING OF THE
BOARD OF COUNTY COMMISSIONERS
HELD NOVEMBER 2, 2017
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(4:31 p.m. – 9:08 p.m.)

Present: Commissioner Douglas B. Underhill, Chairman, District 2
Commissioner Jeffrey W. Bergosh, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Grover C. Robinson, IV, District 4
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
(Regular Board Meeting only)
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

PUBLIC FORUM WORK SESSION

Chairman Underhill called the Public Forum Work Session to order at 4:31 p.m.

1. FOR INFORMATION: The Board heard comments from the following individuals concerning privatization of land on Pensacola Beach:

Nancy Hagman	Dianne Krumel
Anita Feliciano	William Brancati
Margie Purkerson	Pat Cook
Lorrie Newman	Sarah Hall

2. FOR INFORMATION: The Board heard comments from Ronnie Gaines concerning faulty drug tests administered by the Sheriff's Office, police profiling, and obscured license plates.
3. FOR INFORMATION: The Board heard comments from Michael Lowery concerning Escambia County Community Transportation and issues regarding the employees of ITL Solutions.

5:24 P.M. – PUBLIC FORUM ADJOURNED

5:33 P.M. – REGULAR BOARD MEETING CONVENED

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-12. Approval of Various Consent Agenda Items – Continued

9. Taking the following action concerning the surplus and sale of real property located at 1153 Capitol Boulevard, that has escheated to the County, Reference # 26-1S-30-2101-003-051, District 3:
 - A. Authorizing the County Attorney's Office to take such actions necessary to evict the occupants of this County-owned property, if they are still occupying the premises;
 - B. Authorizing staff to run the property through County departments to determine whether the County has a need for the property;
 - C. Declaring the property to be surplus and authorizing sale of the property to the bidder with the highest offer received at or above the minimum bid (once the sales moratorium is lifted in District 3 and upon a determination that the property is not needed by the county); the minimum bid will be set at the Property Appraiser's current assessed value (\$40,134), in accordance with Section 46.134 of the Escambia County Code of Ordinances; and
 - D. Authorizing the County Attorney's Office to prepare, and the Chairman to sign, all documents necessary to complete the sale of this property, without further action of the Board.
10. Approving, and authorizing the Chairman to sign, Amendment No. 1 to the Florida Department of Environmental Protection Agreement No. RES04, for the Beach-Haven-Joint Stormwater & Wastewater Improvement Project Phase II, to correct discrepancies in the Grant Agreement and clarify the total funding at \$5,610,003 (Funding: Fund 118, Gulf Coast Restoration Fund, new cost center to be determined at the time of Supplemental Budget Amendment).
11. Approving, and authorizing the Chairman to sign, the Master Subscription and License Agreement with ESO Solutions, Inc., for the ePCR system for maintaining electronic healthcare records, at a cost of \$49,915, to include the purchase of the system, billing standard interface, and three days of on-site training (Funding: Fund 408, Emergency Medical Services, Cost Center 330302, CEMS Operations, Object Code 54601, Repair & Maintenance).

EXHIBIT # 8



**ESCAMBIA COUNTY ADMINISTRATION
TRANSMITTAL MESSAGE**

Date: 12-29-2017

TO: Tamika Williams
Public Safety Department

BCC: 11-02-2017

CAR II-11 Master Subscription and License Agreement between Escambia
County and ESO Solutions, Inc.

Please Initial and Date
Below on Line Provided

Sj for JW 12-29-2017 Judy Witterstaeter, Program Coordinator, County
Administration

Attached for your further handling is one Certified copy of the
Agreement noted above. The Clerk's Office retained the
Clerk's Original for filing with the Board's Minutes.

Thank you.

Department Representative - (Comments as Applicable)

Return This Cover Page & Documents (as applicable) to Judy Witterstaeter

**Escambia County
Clerk's Original**

11/2/2017 CAP II-11

ORDER INSTRUCTIONS

1. Fill in Contact Info Below

Contact	Name	Email	Phone
Primary Business Contact	Steve White	spwhite@myescambia.com	850-471-6426
Invoicing Contact	Alexa Morgan	psinvoices@myescambia.com	850-471-6429
Legal Contact			
Software Administrator Contact	Brendan Smith		(850) 595-0833
Privacy/HIPAA Contact	Joe Scialdone	jascialdone@myescambia.com	850-471-6507
Tax Exempt?	<input checked="" type="radio"/> YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	<input checked="" type="radio"/> YES OR NO	If YES, return PO with Agreement	

Date: 11/6/2017 Verified By: [Signature]

2. Sign page 8.
3. Email entire contract to legal@esosolutions.com and your sales representative.
4. Enjoy your ESO Software

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (the "Agreement") is entered into as of 10/31/17 ("Effective Date"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 ("ESO") and Escambia County, Florida, by and through Emergency Medical Services, a Division of the Public Safety Department of Escambia County, ("Customer") having its principal place of business at 6576 North W Street, Pensacola, Florida 32505. This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer with certain technology products and/or services and that Customer will pay to ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:
 - 1.1. "Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.
 - 1.2. "Addendum" or "Addenda" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule (see Exhibit A1 – A4), (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.
 - 1.3. "Customer Data" means data in electronic form managed or stored by ESO, which is entered into or transmitted through the Software.
 - 1.4. "Deliverable" means software, report, or other work product created pursuant to a Statement of Work.
 - 1.5. "Documentation" means user guides, operating manuals, and specifications regarding the Software covered by this Agreement.
 - 1.6. "Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.
 - 1.7. "Intellectual Property" means trade secrets, copyrightable subject matter, patents, and patent applications and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.
 - 1.8. "Interoperability Software" means software-as-a-service that ESO hosts (directly or indirectly) for Customer to exchange healthcare data with others. Some of ESO's Reporting Services may be made available to Customer via the Interoperability Software. For the avoidance of doubt, Interoperability Software does not include Add-on Software, Licensed Software or SaaS.
 - 1.9. "Licensed Software" means on premise software that ESO provides to Customer for its reproduction and use. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.
 - 1.10. "Professional Services" means professional services that a Statement of Work calls on ESO to provide.
 - 1.11. "Protected Health Information" or "PHI" shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.
 - 1.12. "Reporting Services" means collectively the different programs or tools ESO provides for Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.
 - 1.13. "SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.
 - 1.14. "Software" means any computer program, programming or modules specified in each Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS, Interoperability Software, and Licensed Software shall collectively be referred to as Software.
 - 1.15. "Software Schedule" refers to an Addendum in which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS, collectively Software. See Exhibits A1 – A4.
 - 1.16. "Statement of Work" or "SOW" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.
 - 1.17. "Support Services" means those services described in Exhibit B.
 - 1.18. "User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.
2. **SOFTWARE SCHEDULES.** During the Term of this Agreement, Customer may order Software from ESO by signing a Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule, Exhibits A-1, A-2, A-3, and A-4, are incorporated herein by reference.
3. **LICENSE/SUBSCRIPTION TO SOFTWARE**

- 3.1. Grant of License. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.
- 3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.
- 3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.
- 3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.
- 3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.
4. **HOSTING, SLA & SUPPORT SERVICES**
- 4.1. Hosting & Management. Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.
- 4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement; and ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.
- 4.4. Support and Updates. During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.
5. **FEEES**
- 5.1. Fees. In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable. Customer shall pay all invoices within thirty (30) days of receipt. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then-current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.
- 5.2. Uplift on Renewal. Except in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by three percent (3%) each year this Agreement is in effect.
- 5.3. Taxes and Fees. This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.4. Appropriation of Funds. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the

end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds.

- 5.5. Audit Rights. ESO may regularly audit Customer's use of the Software and charge Customer a higher annual Fee if Customer's usage has increased beyond the tier contracted for in the current Software Schedule or otherwise assess additional fees (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). ESO may invoice for Overages immediately. Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO in a timely manner.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for the period set forth in the applicable Software Schedule or, if none, for one year. Thereafter, the Term will renew for successive one-year periods, unless either party opts out of such renewal by providing at least sixty days' written notice before the scheduled renewal date. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.

- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Software Schedule for the other party's material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.

- 6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.

- 6.4. Effect of Termination.

6.4.1. If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then-current term, for any reason other than ESO's breach, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.

6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.

- 6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.

- 6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

- 6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.

- 7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.

- 7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.

- 7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE. CUSTOMER THEREFORE ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

9.1. "Confidential Information" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five (5) business days; (c) the Software and Documentation, whether or not designated confidential; and (d) any other nonpublic, sensitive information reasonably considered a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) is required to be disclosed by law; or (vi) PHI, which shall be governed by the Business Associate Agreement rather than this Section.

9.2. Nondisclosure. The parties shall not use Confidential Information for any purpose other than to fulfill the terms of this Agreement (the "Purpose"). Each party: (a) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein and (b) shall not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.

9.3. Disclosure of ESO's Security Policies. Customer acknowledges that any information provided by ESO pertaining to ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture are considered Confidential Information and shall be treated by Customer in accordance with the terms and conditions of this Agreement.

9.4. Injunction. Customer agrees that breach of this Section would cause ESO irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, ESO will be entitled to injunctive relief against such breach or threatened breach, without ESO proving actual damage or posting a bond or other security.

9.5. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three (3) years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify, in writing, the destruction thereof.

9.6. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.

9.7. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly

acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. INSURANCE. Throughout the term of this Agreement, and for a period of at least three (3) years thereafter for any insurance written on a claims-made form, ESO shall maintain in effect the insurance coverage described below:

10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;

10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;

10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and

10.4. Computer processor/computer professional liability insurance ("Technology Errors and Omissions") covering the liability for financial loss due to error, omission or negligence of ESO, and Privacy and Network Security insurance ("Cyber") covering losses arising from a disclosure of confidential information, with a combined aggregate amount of \$3 million.

11. INDEMNIFICATION

11.1. IP Infringement. ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each an "Indemnified Claim"). If an Indemnified Claim under this Section occurs or if ESO determines that an Indemnified Claim is likely to occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably available, either party may, at its option, terminate this Agreement and/or relevant Software Schedule. ESO will refund any pre-paid Fees on a pro-rata basis for the allegedly infringing Software provided. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software that were not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer or anyone acting on Customer's behalf of the Software in connection with a third-party product or service (the combination of which causes the infringement).

This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

- 11.2. Indemnification Procedures. Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), the party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

12. LIMITATION OF LIABILITY

- 12.1. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES SHALL ESO OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS.
- 12.2. LIMITATION OF LIABILITY. WITH THE EXCEPTION OF SECTION 12.3 (EXCEPTIONS TO THE LIMITATION OF LIABILITY), ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER OR ON BEHALF OF CUSTOMER IN THE CASE OF A THIRD-PARTY PAYER UNDER THE APPLICABLE SOFTWARE SCHEDULE OR SOW GIVING RISE TO THE CLAIM WITHIN THE PRECEDING 12-MONTH PERIOD.
- 12.3. EXCEPTIONS TO LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY FOR CLAIMS INVOLVING A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, SHALL BE LIMITED TO \$250,000. IN ADDITION, AND NOTWITHSTANDING SECTION 12.2, A PARTY'S LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 10 FOR THE FOLLOWING TYPES OF CLAIMS: (I) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (II) CLAIMS ARISING FROM A BREACH OF CONFIDENTIAL INFORMATION, INCLUDING A BREACH OF PROTECTED HEALTH INFORMATION.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT

LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

13. CUSTOMER DATA & PRIVACY

- 13.1. Ownership of Data & Reports. As between ESO and Customer, all Customer Data shall be owned by Customer. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property in any aggregated and de-identified reports, summaries, compilations, analysis or other information made available through ESO's Reporting Services. If subscribed to by Customer, ESO grants to Customer a limited, non-exclusive license to use its Reporting Services for Customer's internal purposes only during the Term of this Agreement. No other third party shall rely on ESO's Reporting Services or the contents thereof. ESO disclaims all liability for any damages related thereto. Customer acknowledges and agrees that any such license expires upon the expiration or termination of the applicable Software Schedule granting a license to ESO's Reporting Services.
- 13.2. Use of Customer Data. Unless it receives Customer's prior written consent, ESO: (a) shall not access, process, or otherwise use Customer Data; and (b) shall not intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 13.3. Anonymized Data. Notwithstanding any provision herein, ESO may use, reproduce, license, or otherwise exploit Anonymized Data; provided that Anonymized Data does not contain and is not PHI. ("Anonymized Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users and/or Customer's clients.)
- 13.4. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SeaS,

Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.

14. FEEDBACK RIGHTS & WORK PRODUCT

- 14.1. Feedback Rights. ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).
- 14.2. Work Product Ownership. In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

- 15.1. Compliance with Laws. Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.
- 15.2. Business Associate Addendum. The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.
- 15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
- 15.4. Excluded Parties List. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

- 16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.
- 16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management,

whether those decisions or actions were made or taken using information received through the Software.

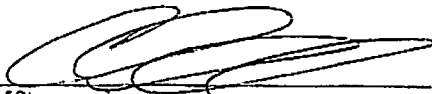
17. MISCELLANEOUS

- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. Assignment & Successors. Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent. Except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all assets related to this Agreement, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control.
- 17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party.

- 17.7. Force Majeure. No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than thirty (30) days, the other party may immediately terminate the applicable Software Schedule.
- 17.8. Marketing. Customer hereby grants ESO a license to include Customer's primary logo in any customer list or press release announcing this Agreement; provided ESO first submits each such press release or customer list to Customer and receives written approval, which approval shall not be unreasonably withheld. Goodwill associated with the logo inures solely to Customer, and ESO shall take no action to damage the goodwill associated with the logo or with Customer.
- 17.9. Waiver & Breach. Neither party will be deemed to have waived any of its rights under this Agreement unless it is an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Governing Law. This Agreement, any related Addenda, and any CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND ESO, including their affiliates, contractors, and agents, and each of their respective employees, directors, and officers (a "Dispute") will be governed by the laws of the State of Texas, without regard to conflicts of law.
 *Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute will be governed by the law of state where Customer is located, without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees under § 38.001 of the Texas Civil Practices and Remedies Code.
- 17.13. Venue. The parties agree that any Dispute shall be brought exclusively in the state or federal courts located in Travis County, Texas. The parties agree to submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, in the event Customer is a U.S. city, county, municipality or other U.S. governmental entity, then any Dispute shall be brought exclusively in the state or federal courts located in the county where Customer is located.
- 17.14. Bench Trial. Omitted.
- 17.15. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST THE OTHER CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.16. Limitation Period. NEITHER PARTY, shall be liable for any claim brought more than 2 years after the cause of action for such claim first arose.
- 17.17. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within thirty (30) days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.18. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.19. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Software Schedule or SOW, with most recent Software Schedule or SOW taking precedence over earlier ones; and (3) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.20. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

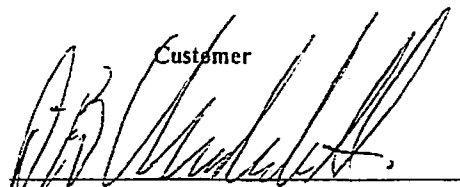
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.


[Signature]

Chris Dillie
[Printed Name]

CEO & President
[Title]

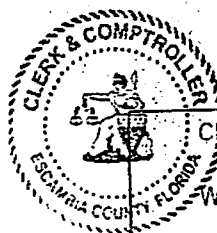
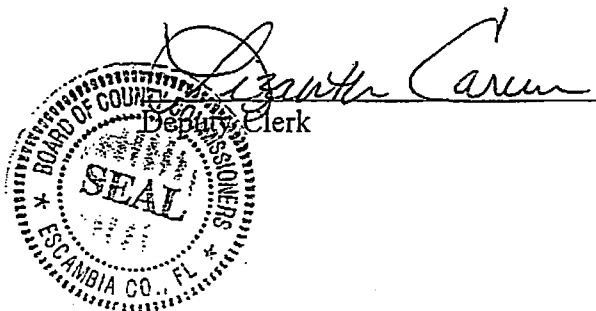

Customer

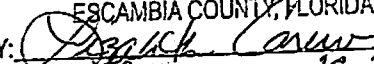
D.B. Underhill, Chairman

Date Executed

11/2/2017

Attest: Pam Childers
Clerk of the Court



CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY:  D.C.
DATE: December 29, 2017

Approved as to form and legal
sufficiency.

By/Title:

Date: 10/17/17

EXHIBIT A-1

SAAS SOFTWARE SCHEDULE

(Applications - ESO EHR, ESO Fire, ESO PM)

1. The General Terms & Conditions are incorporated herein by reference. The SaaS subscription term shall begin fifteen (15) calendar days after the Effective Date ("SaaS Subscription Start Date"). Customer shall be deemed to have accepted the SaaS on the SaaS Subscription Start Date. The parties will make reasonable efforts to ensure that Customer is live on the SaaS as quickly as possible, and in no event will the SaaS Subscription Start Date be modified for implementation delays.
2. The following SaaS may be ordered under this Exhibit:
 - 2.1. ESO Electronic Health Record ("EHR") is a SaaS software application for prehospital patient documentation (<http://www.esosolutions.com/software/ehr>).
 - 2.2. ESO Personnel Management ("PM") is a SaaS software application for tracking personnel records, training courses and education history (<http://www.esosolutions.com/software/personnel-management>).
 - 2.3. ESO Fire is a SaaS software application for NFIRS reporting (<http://www.esosolutions.com/software/fire>).
3. Third-Party Payer is responsible for the following products and Fees:

N/A
4. Customer hereby agrees to timely pay for the following products according to the schedule below:

Product	Quantity	Unit Price	Total Price	Description
EHR Suite w/ QM & Mobile 30,000 - 45,000 Calls	1.00	\$47,420.00		Includes unlimited users, live support, state data reporting, Analytics, hospital link-up, continuous weekly web training, free regional user groups, and software upgrades
Cardiac Monitor 30,000 - 45,000 Incidents	1.00	\$0.00		Annual Recurring Cost - Unlimited Cardiac Monitors, allows for the import of cardiac monitor data
Billing Standard Interface 30,000 - 45,000 Incidents	1.00	\$995.00		Annual recurring cost - Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included
Training - EHR	3.00	\$0.00		3 days of onsite training
Training Travel Costs - EHR	1.00	\$1,500.00		Training and Travel Cost

Grand Total \$49,915.00

5. All the Fees above will be invoiced by ESO as follows:
 - 5.1. Training and Training Travel Fees shall be invoiced on the Effective Date.
 - 5.2. During the first year, 100% of the recurring Fees shall be invoiced on the Subscription Start Date.
 - 5.3. During the second year and any renewal years thereafter, 100% of the Fees shall due on the anniversary of the SaaS Subscription Start Date.

EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

- 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
- 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
- 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
- 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
- 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
- 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
- 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g. a User cannot access the Software due to unscheduled downtime or an Outage).
- 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g. a User cannot access a core component of the Software).
- 1.10. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g. User is experiencing latency in reports).
- 1.11. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
- 1.12. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
- 1.13. "Online Support" means information available through ESO's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.
- 1.14. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
- 1.15. "Update" means an update or revision to Software, typically for Error Correction.
- 1.16. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
- 1.17. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. **SUPPORT SERVICES.**

- 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
- 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer,

including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@esolutions.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
 - 3.1. Severity 1 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
 - 3.2. Severity 2 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within forty-eight hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
 - 3.3. Severity 3 Error. ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
 - 3.4. Severity 4 Error. ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
 - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
 - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
 - 5.3. ESO is not responsible for any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
 - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT # 9

EXHIBIT # 10

Voucher - County of Escambia, Florida

Voucher No. 18-098

Date: 12/13/2017

Vendor No. 421253

Vendor: ESO SOLUTIONS, INC.
(Vendor's Name)

P.O. BOX 670324
(Complete Vendor Address)

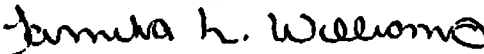
DALLAS, TX 75267-0324
(City, State, Zip-Code)

Certification: I do hereby certify that the attached invoices are correct; the goods or services have been properly received by the County; the expenditures are in compliance with any applicable laws or grant restrictions; that adequate budget appropriations are available; the expenditures are just, reasonable and necessary for operations of the appropriate department; and that the invoices are due and unpaid.

PUBLIC SAFETY
Department Name

ALEXA MORGAN, 471-6429
Contact Name and Phone Number


Signature of Person Preparing Voucher


Signature of Approving Authority

Cost Center	Object Code	Project Code	ACCOUNT DESCRIPTION AND DISTRIBUTION	
			Detailed Description	Amount
330302	56801		CAD Integration	
			INVOICE # INV00004240	\$ 3,995.00
			TOTAL	\$ 3,995.00

Approved for payment in open session
Board of County Commissioners, Escambia County, Florida.

Clerk



Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 670324
Dallas, TX 75267-0324

Date 12/02/2017
Invoice # INV00004240
Terms Net 30
Due Date 01/01/2018
PO#
Previous Balance \$49,915.70

Bill To
Escambia County EMS
6575 North "W" Street
Pensacola, Florida 32505
United States
psinvoices@myescambia.com

Invoice Details						
ENDUSER: Escambia County EMS						
CAD Integration						
Allows for integration of CAD data						
into EHR mobile and web application.						
Ongoing maintenance included.						
	12/07/2017	12/08/2018	40000	\$3,995.00	\$ 0.00	\$3,995.00
				\$3,995.00	\$ 0.00	\$3,995.00

Total (without Tax) : \$3,995.00
Tax: \$ 0.00
Grand Total: \$3,995.00
Amount Paid: \$ 0.00
Total Recurring: \$3,995.00
Total One-Time: \$ 0.00
Current Balance: \$53,910.70

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Questions? Contact:
AccountsReceivable@ESOSolutions.com
866-766-9471 option 8

EXHIBIT # 11

Lindsay L. Ritter

From: Scot Metcalf <Scot.Metcalf@esosolutions.com>
Sent: Thursday, November 16, 2017 12:04 PM
To: Steve P. White; Monica Simpson
Cc: Brandon W. Knuth; Lindsay L. Ritter; Katherine A. Kenney
Subject: RE: ESO Download
Attachments: Escambia Co. CAD Add-On.pdf



Chief,

CAD Add-On quote is attached here. Please sign the bottom of the quote and return to me.

I am on my way up to the Trauma Conference in Pensacola. Anyone from your team going to be there?

Thanks,

SCOT METCALF

Regional Account Manager

www.esolutions.com | f t in

C: 407.242.8120 | F: 512.383.1826

Scot.metcalf@esosolutions.com

Join us for ESO's national user conference.

Wave

FEBRUARY 1 & 2, 2018
AUSTIN, TEXAS

From: Steve P. White [mailto:spwhite@myescambia.com]
Sent: Thursday, November 16, 2017 12:56 PM
To: Monica Simpson <Monica.Simpson@esosolutions.com>
Cc: Brandon W. Knuth <BWKNUTH@myescambia.com>; Lindsay L. Ritter <llritter@myescambia.com>; Katherine A. Kenney <kakenney@myescambia.com>; Scot Metcalf <Scot.Metcalf@esosolutions.com>
Subject: RE: ESO Download

Monica,

Lindsay is sending over the final file now.

I also need to add the CAD feature to our system. Can you or Scott send me an invoice for that?

Thanks,

Steve White, Chief

Emergency Medical Services

Escambia County Department of Public Safety

6575 North "W" Street

Pensacola, Florida 32505

(850) 471-6426

From: Monica Simpson [<mailto:Monica.Simpson@esosolutions.com>]

Sent: Thursday, November 16, 2017 9:50 AM

To: Steve P. White <spwhite@myescambia.com>

Cc: Brandon W. Knuth <BWKNUTH@myescambia.com>; Lindsay L. Ritter <llritter@myescambia.com>; Katherine A. Kenney <kakenney@myescambia.com>

Subject: RE: ESO Download

Importance: High

Good Morning Chief White,

Our goal is to make this a successful implementation for your department, but we are now less than two weeks out until your scheduled End User training and target go live date. As I mentioned, the implementation process cannot move forward without your environment being setup, and without the completed setup files I cannot setup the environment. I must get them back today or your team will not be ready for your End User training and your target go live date of 12/1. Your Admins will also need to be prepared to take Admin training next Tuesday or Wednesday. Please note that if we do need to reschedule your End User training you may be responsible for any change fees and the next training available is mid-December.

Please let me know if you have any questions or if I can assist in any way.

Regards,

MONICA SIMPSON

Implementation Administrator | ESO

monica.simpson@esosolutions.com | [f](#) [t](#) [in](#)

Join us for ESO's national user conference.

Wave

FEBRUARY 1 & 2, 2018
AUSTIN, TEXAS

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy or distribute this e-mail message or its attachments. If you believe you have received this email message in error, please contact the sender by reply email and telephone immediately, and destroy all copies of the original message.

From: Steve P. White [<mailto:spwhite@myescambia.com>]

Sent: Monday, November 13, 2017 8:53 PM

To: Monica Simpson <Monica.Simpson@esosolutions.com>

Cc: Brandon W. Knuth <BWKNUTH@myescambia.com>; Lindsay L. Ritter <llritter@myescambia.com>; Katherine A. Kenney <kakenney@myescambia.com>

Subject: Re: ESO Download

Ok, thank you. I know Lindsay is very close to finishing the worksheet. Our billing manager was taking work home tonight to finish his side.

Sent from my iPhone

On Nov 13, 2017, at 8:49 PM, Monica Simpson <Monica.Simpson@esosolutions.com> wrote:

Hello Chief,

We will need to have your ESO environment setup and grant you access before the mobile software can be installed on the laptops, so it is important that we receive your setup files as quickly as possible. As soon as I receive your setup files it will be my priority to get your environment setup as quickly as possible. One thing that can be done now is to make sure all the laptops have the latest Windows updates.

Regards,

MONICA SIMPSON

Implementation Administrator | ESO

monica.simpson@esosolutions.com | <image001.png> <image002.png> <image003.png>

P: 866-766-9471 (Ext 1030)

Join us for ESO's national user conference.

<image006.png>

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary and/or privileged information protected by law. If you are not the intended recipient, you may not use, copy or distribute this e-mail message or its attachments. If you believe you have received this email message in error, please contact the sender by reply email and telephone immediately, and destroy all copies of the original message.

From: Steve P. White [<mailto:spwhite@myescambia.com>]
Sent: Monday, November 13, 2017 5:06 PM
To: Monica Simpson <Monica.Simpson@esosolutions.com>
Cc: Brandon W. Knuth <BWKNUTH@myescambia.com>; Lindsay L. Ritter <llritter@myescambia.com>;
Katherine A. Kenney <kakenney@myescambia.com>
Subject: ESO Download

Monica,

As we are moving forward our IT department is wondering if there is anything they can get started on their side. We have brand new laptops that we ordered for the ESO launch sitting at IT waiting to go live. In there anything from ESO that they can do and get loaded onto these computers while we continue to set-up the ESO environment?

Thanks,
SW

Steve White, Chief

Emergency Medical Services

Escambia County Department of Public Safety

6575 North "W" Street

Pensacola, Florida 32505

(850) 471-6426

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Quote For: Escambia County EMS
 Quote Number: Q000405
 Pricing Valid Through: 01/15/2018
 Proposed by: Scot Metcalf

Contact and Billing Details			
Sold to:	PatrickKostic	Contact:	Patrick Kostic
Bill To:	Escambia County EMS	Phone:	(850) 471-6426
Email:	pjkostic@myescambia.com	Email:	pjkostic@myescambia.com
		Address:	6575 North "W" Street Pensacola, Florida 32505 United States

Subscription and License Terms			
Term Start Date:		Payment Method:	Check
Term End Date:	12/16/18	Customer ID:	201308-3596
Initial Term (Months):	12	Billing Frequency:	Annual
Renewal Term (Months):	12	Billing Method:	Email
		Tax Exempt:	No
		Terms:	Net 30
		Total Recurring Fees:	\$3,995.00
		Total One-Time Fees:	\$ 0.00

Product Name	Product Description	Quantity	Total Price/ Discounts
CAD Integration	Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Fee Type: Recurring	40000 /Incidents	\$3,995.00

List Price: \$3,995.00

Discounts: \$0.00

Tax: \$0.00

Total: \$3,995.00

Pricing & Taxes:

1. The Total Price is based on the Quantity and will be re-evaluated annually based on Customer's usage of the software.
2. ESO's fees are exclusive of all taxes, levies or duties imposed by taxing authorities unless otherwise noted. If Customer is tax-exempt, Customer must provide a valid tax exemption certificate to ESO.
3. Additional fees may be applied by Customer's billing or CAD vendor for certain products and should be discussed with those vendors, if applicable.
4. Customer acknowledges and agrees that the terms and conditions contained in its ESO Master Subscription and License Agreement, Subscription Agreement or like agreement are incorporated herein and apply to Customer's purchase of the products above.

Escambia County EMS

[Signature]

[Print Name]

[Title]

[Date]

EXHIBIT # 12



Please send payments to:
 ESO Solutions, Inc.
 PO Box 670324
 Dallas, TX 75267-0324

Invoice

Date 10/25/2018
 Invoice # INV00011429
 Terms Net 30
 Due Date 11/24/2018
 PO#
 Previous Balance \$2,500.00

Bill To

Escambia County EMS
 6575 North "W" Street
 Pensacola, Florida 32505
 United States
 psinvoices@myescambia.com

Item Description	Quantity	Unit Price	Total Price	Tax	Amount Due
			\$49,868.17	\$ 0.00	\$49,868.17

Total (without Tax) : \$49,868.17
 Tax: \$ 0.00
 Grand Total: \$49,868.17
 Amount Paid: \$ 0.00
 Total Recurring: \$49,868.17
 Total One-Time: \$ 0.00
 Current Balance: \$52,368.17

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Questions? Contact:
 AccountsReceivable@ESOSolutions.com
 866-766-9471 option 8



Invoice

Date 10/25/2018
 Invoice # INV00011429
 Terms Net 30
 Due Date 11/24/2018
 PO#
 Previous Balance \$2,500.00

Please send payments to:
 ESO Solutions, Inc.
 PO Box 670324
 Dallas, TX 75267-0324

Bill To
 Escambia County EMS
 6575 North "W" Street
 Pensacola, Florida 32505
 United States
 psinvoices@myescambia.com

ENDUSER: Escambia County EMS							
Cardiac Monitor	11/24/2018	11/23/2019	45000		\$1,951.85	\$ 0.00	\$1,951.85
Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included.							
Cardiac Monitor Discount	11/24/2018	11/23/2019	1		-\$1,951.85	\$ 0.00	-\$1,951.85
EHR Billing Standard Interface	11/24/2018	11/23/2019	45000		\$1,024.85	\$ 0.00	\$1,024.85
Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.							
EHR Suite w/ QM & Mobile	11/24/2018	11/23/2019	45000		\$52,519.70	\$ 0.00	\$52,519.70
Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.							
EHR Suite w/ QM & Mobile Discount	11/24/2018	11/23/2019	1		-\$3,676.38	\$ 0.00	-\$3,676.38

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Questions? Contact:
 AccountsReceivable@ESOSolutions.com
 866-766-9471 option 8

The seal of Escambia County, Florida, is a circular emblem. It features a central illustration of a landscape with a body of water in the foreground, a shoreline with trees and a small building, and a large, prominent palm tree in the background. The words "ESCAMBIA COUNTY" are written in a semi-circle along the top inner edge of the seal, and "FLORIDA" is written along the bottom inner edge. Small dots separate the top and bottom text on the left and right sides.

Kenneth E. Williams
Signature of Approving Authority & Date

PS-PO190679-ESO SOLUTIONS-RR#1

EXHIBIT # 13



Invoice

Date 10/25/2018
 Invoice # INV00011429
 Terms Net 30
 Due Date 11/24/2018
 PO#
 Previous Balance \$2,500.00

Please send payments to:
 ESO Solutions, Inc.
 PO Box 670324
 Dallas, TX 75267-0324

Bill To
 Escambia County EMS
 6575 North "W" Street
 Pensacola, Florida 32505
 United States
 psinvoices@myescambia.com

ENDUSER: Escambia County EMS						
Cardiac Monitor Unlimited cardiac monitors, allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included.	11/24/2018	11/23/2019	45000	\$1,951.85	\$ 0.00	\$1,951.85
Cardiac Monitor Discount	11/24/2018	11/23/2019	1	-\$1,951.85	\$ 0.00	-\$1,951.85
EHR Billing Standard Interface Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	11/24/2018	11/23/2019	45000	\$1,024.85	\$ 0.00	\$1,024.85
EHR Suite w/ QM & Mobile Includes Quality Management, Ad Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	11/24/2018	11/23/2019	45000	\$52,519.70	\$ 0.00	\$52,519.70
EHR Suite w/ QM & Mobile Discount	11/24/2018	11/23/2019	1	-\$3,676.38	\$ 0.00	-\$3,676.38

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Questions? Contact:
 AccountsReceivable@ESOSolutions.com
 866-766-9471 option 8



Please send payments to:
ESO Solutions, Inc.
PO Box 670324
Dallas, TX 75267-0324

Bill To
Escambia County EMS
6575 North "W" Street
Pensacola, Florida 32505
United States
psinvoices@myescambia.com

Invoice

Date 10/25/2018
Invoice # INV00011429

Terms Net 30
Due Date 11/24/2018
PO#
Previous Balance \$2,500.00

\$49,868.17	\$ 0.00	\$49,868.17
-------------	---------	-------------

Total (without Tax) :	\$49,868.17
Tax:	\$ 0.00
Grand Total:	\$49,868.17
Amount Paid:	\$ 0.00
Total Recurring:	\$49,868.17
Total One-Time:	\$ 0.00
Current Balance:	\$52,368.17

Remit Payment to: PO Box 670324, Dallas, TX 75267-0324

Questions? Contact:
AccountsReivable@ESOSolutions.com
866-766-9471 option 8

Remit Address:

P O BOX 670324
DALLAS, TX 75267-0324

I do hereby certify that the attached invoices are correct; the goods or services have been properly received by the County; the expenditures are in compliance with any applicable laws or grant restrictions; that adequate budget appropriations are available; the expenditures are just, reasonable and necessary for operations of the appropriate department; and that the invoices are due and unpaid.

Alex K Morgan 11/13/18
 Signature of Person Preparing RR & Date
 -Kumba K. Williams
 Signature of Approving Authority & Date

PO Balance	49,900.00
Less Payment	49,868.17
PO Balance	<u>\$ 31.83</u>

PS-PO190679-ESO SOLUTIONS-RR#1

PURCHASE ORDER NO. 190679

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-1980

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

S PUBLIC SAFETY FACILITY

P 6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714

O ATTN: TAMIKIA WILLIAMS / 471-6429

V 421253
ESO SOLUTIONS INC
PO BOX 670324
DALLAS TX 75267-0324

ORDER DATE: 10/31/18 BUYER: BUZZ ROGGENBUCK REQ. NO.: 19000720 REQ. DATE: 10/30/18

TERMS: NET 30 DAYS F.O.B.: PRE-PAY AND ADD DESC: EXTENSION

ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE

01 1.00 LOT ENHANCEMENT TO THE EMS BILLING SOFTWARE 49900.0000 49,900.00

BY THE ORIGINAL MANUFACTURER.

UNLIMITED

USER LICENSES, SUPPORT, SOFTWARE

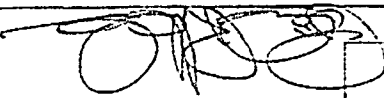
UPDATES

PARTIAL

ITEM# ACCOUNT AMOUNT PROJECT CODE PAGE TOTAL \$ 49,900.00 TOTAL \$ 49,900.00

01 330302 54601 49,900.00

APPROVED BY



TAX ID 85 801358011C-3
FED ID 59 6000 593

Original Purchase Order

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA, FL 32591-1591
(850) 595-4980

PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

421253
ESO SOLUTIONS INC
PO BOX 670324
DALLAS TX 75267-0324

PUBLIC SAFETY FACILITY
6575 NORTH "W" STREET
PENSACOLA, FL 32505-1714
ATTN: TAMIKA WILLIAMS / 471-6429

ORDER DATE: 10/31/18		BUYER: BUZZ ROGGENBUCK		REQ. NO.: 19000720	REQ. DATE: 10/30/18
TERMS: NET 30 DAYS		F.O.B.: PRE-PAY AND ADD		DESC.:	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	ENHANCEMENT TO THE EMS BILLING SOFTWARE BY THE ORIGINAL MANUFACTURER. UNLIMITED USER LICENSES, SUPPORT, SOFTWARE UPDATES	49900.0000	49,900.00
PARTIAL					
ITEM#		ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$ 49,900.00
01		330302 54601	49,900.00		TOTAL \$ 49,900.00

APPROVED BY 

EXHIBIT # 14



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15849

County Administrator's Report 13. 8.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/04/2019

Issue: Write-Off of Accounts Receivable

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval: *CA 3/28/19*

RECOMMENDATION:

Recommendation Concerning the Write-Off of Accounts Receivable Recorded in the Emergency Medical Service Fund as Uncollectible Bad Debts - Michael D. Weaver, Public Safety Department Director

That the Board adopt the Resolution authorizing the write-off of \$5,972,901.34, in Accounts Receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from Emergency Medical Services (EMS) Ambulance Billings for the first quarter of Calendar Year 2019 for 13,668 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and/or referral to the secondary collection agency.

This write-off of bad-debt is significantly larger due to the fact in Fiscal Year 2017/2018 only \$2,208,338.06 was written-off as uncollectible bad-debt. The majority of the accounts (12,760) were within the date of service ranging from 7/2/2005 to 12/31/2017, with a total dollar amount of \$5,972,901.34. This figure coincides with the dollar amount listed on the audit report as uncollectible bad-debt.

BACKGROUND:

This Resolution allows an accounting transaction to be recorded and in no way should be construed to be a forgiveness of debt. This Resolution includes write-offs from EMS Ambulance Billings for the 1st quarter of Calendar Year 2019 for 13,668 accounts that have been through all phases of the billing and collection cycles, to include all primary and secondary insurance filing, private pay processing pre-collection letter(s), and /or referral to the secondary collection agency. All avenues for collection have been exhausted and we are confident these accounts are truly uncollectible, and any further action would be unproductive.

BUDGETARY IMPACT:

- N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual has reviewed and approved the Resolution as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION R2019-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA; PROVIDING THAT CERTAIN ACCOUNTS OWED TO THE EMERGENCY MEDICAL SERVICE FUND SHALL BE WRITTEN OFF AS UNCOLLECTIBLE BAD DEBTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, certain accounts totaling \$5,972,901.34 are owed to the Emergency Medical Service Fund of Escambia County for services furnished as delineated in "Attachment A and Attachment B" and made part hereof by reference; and

WHEREAS, diligent efforts have been made to collect the amounts as shown on the attached list.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:

Section 1. That the foregoing recitals are true and correct and incorporated herein by reference.

Section 2. That the accounts receivable shall be written off as uncollectible bad debts. The above designations have been made solely to enable the Clerk of the Circuit Court and Comptroller to carry out her duties in accordance with generally accepted accounting principles. Escambia County does not waive any rights it may have to collect any of the above-referenced accounts receivable, including, but not limited to, use of a collection agency under contract to Escambia County.

Section 3. That all past efforts to designate these delinquent accounts receivable as bad debts are hereby ratified and approved.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2019.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Lumon J. May, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal
sufficiency.

By: Kristin D. Hual, SAC

Date: 03-15-2019

Deputy Clerk

EXHIBIT # 15



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Office of the County Administrator
221 Palafox Place
Pensacola, FL 32502
(850) 595-4947
(850) 595-4908
www.myescambia.com

Date: April 9, 2019

Auditor General
State of Florida
401 Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 3239-1450

Attention: Mr. Rick Voss

Re: Escambia County's Audit Report for the fiscal year 2017-2018

Dear Mr. Voss:

Pursuant to the Rules of the Auditor General section 10.557 (3)(I) and section 10.558 (1) a written statement of explanation with regard to the Management Letter comment "*Unbilled EMS Services at Year end*" is provided below.

The statement is correct; the Public Safety Department changed software during fiscal year 2018. The new software did not adequately support and integrate with the billing system. The process of converting back to the prior software caused a significant use of resources, thus delaying the billing process.

The County's corrective action taken was to evaluate the software and migrate back to the prior software. This billing delay was corrected in time to reflect accurate figures within the CAFR for the fiscal year ended September 30, 2018. The migration back to the prior software will be fully resolved during fiscal year 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Lovoy", is written over a faint, circular official stamp.

Amy Lovoy
Interim County Administrator

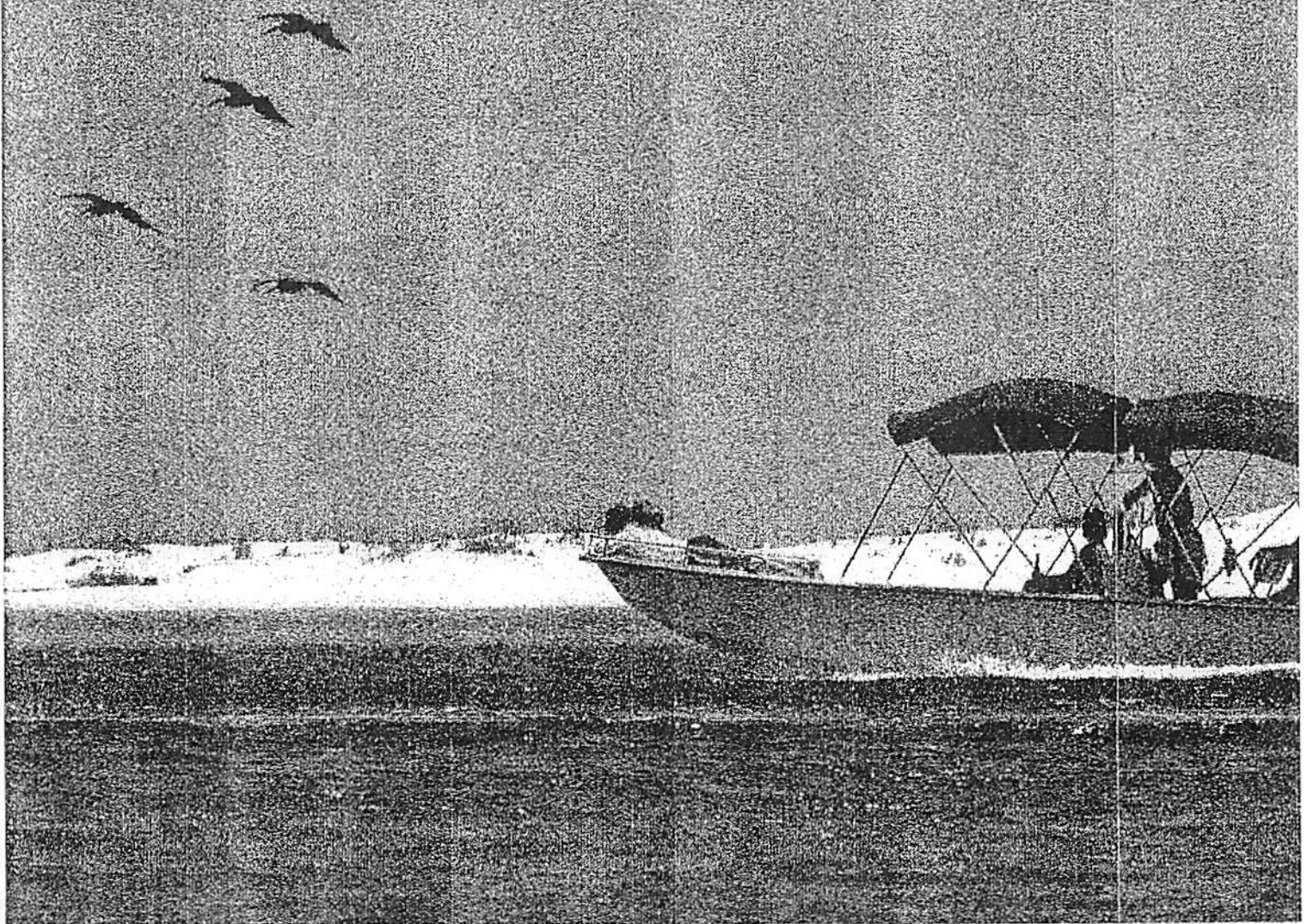
AL/sh

cc: Kristen McAllister, Warren Averett, LLC

EXHIBIT # 16

Escambia County, Florida

COMPREHENSIVE ANNUAL FINANCIAL REPORT
Fiscal Year Ended September 30, 2018



MANAGEMENT LETTER

The Honorable Board of County Commissioners
Escambia County, Florida

Report on the Financial Statements

We have audited the financial statements Escambia County, Florida (hereinafter referred to as the "County"), as of and for the year ended September 30, 2018, and have issued our report thereon dated February 20, 2019.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550 *Rules of the Florida Auditor General*.

Other Reports Requirements

We have issued our Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on Examination of Compliance Requirements in Accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedules, which are dated February 20, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(l)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings were reported in the prior year.

Financial Condition and Management

Sections 10.554(1)(l)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the County has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the County did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(l)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the County's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management.

Unbilled EMS services at Year-End

During initial discussions with Management in regards to the Emergency Medical Services Fund, revenue was noted to be significantly understated from the prior year. Further discussions with Management revealed the billings were significantly behind as of year-end due to a change in software. The Public Safety Department changed software during the year, and the new software did not adequately support and integrate with the billing function.

As a result of the issues with the software transition, the billings for services performed in June through September 2018 were significantly delayed until February 2019. Based on the issues with billing through the new software, data from the new software was imported into the old software in order to complete the billing process. As of September 30, 2018, there were approximately \$4 million in unbilled services net of contractual allowances.

The software transition process and subsequent additional billing transition process caused a significant use of resources, to include additional personnel time and positions, in order to maintain the billing function for EMS services provided. In addition, the cash flows and overall financial position of the EMS fund decreased during the year. For future software transitions, we recommend the County evaluate all potential processes impacted by the software to ensure an appropriate transition.

Special District Component Units

Section 10.554(1)(i)5.d, *Rules of the Auditor General*, requires that we determine whether or not a special district that is a component unit of the County provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the County in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that all special district component units provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554 (1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such to include.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.

Warren Averett, LLC

Pensacola, Florida
February 20, 2019

EXHIBIT # 17



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

Memo to: Escambia County Board of County Commissioners
Memo From: Pam Childers, Clerk of Circuit Court & Comptroller & Sharon Harrell Finance Director
Subject: EMS Unbilled Services
Date: May 28, 2019

EMS Unbilled Services

In November 2017, EMS transitioned operations software from Zoll to ESO. Subsequently, a decision was made to also transition the billing from Zoll to ESO. To continue using Zoll for billing, would have required an interface for uploading at a cost of \$15K. After the billing transitioned, it was determined that ESO billing software was not adequate. The process of billing in ESO, then transitioning back to the prior billing software caused a significant use of personnel, thus delaying the billing progress.

In October 2018, Clerk Finance received two accounts receivable reports one from ESO, the second from Zoll, both were for the time period as of September 30, 2018. The Zoll aging report showed \$36K as uncoded/unbilled receivables. Normally this would be reasonable; however upon further inquiry into the variance for accounts receivable and revenue, the Clerk's office learned that billing for June-September 2018 was not included in either of the year end reports. It was further explained that ESO software did not have a billing component sufficient to show an aging or the amount to be billed.

On January 11, 2018 audit adjustments of \$8.5M increasing revenue/receivable and, for contractual allowance of \$4.4M decreasing revenue/receivable was posted. During the year-end process, the Clerk Finance team met with EMS staff to offer assistance, provided trend analysis of revenues, and cash flow reports. The impact to ending cash balances which had averaged about \$13M during the years 2012 - 2017, had decreased to \$5.7M by September 30, 2018.

This audit adjustment was material to the September 30, 2018 financial statement, and warranted a recommendation by the external auditors, which in turn caused an inquiry by the Auditor General. The explanation/corrective action was to convert/update all EMS billing to Zoll by September 30, 2019.

March 2019 the mid-year fund audit performed by Clerk staff, found that the billing was substantially behind by \$9.6M. Recent inquiry indicated that November 24, 2018 to Current still needed to be coded/billed. Per conversations with EMS staff; Tamika Williams; billing was expected to be current by June 2019; however transitioning billing between two software systems caused further delay. By mid-May 2019 the EMS cash has decreased to \$1.3M. If this decline continues, EMS may temporarily require a solution to fund operations.

EMS billing has gone from 4 months behind to 6 months behind since September 2018. The urgency to have billing current at September 30, 2019 is crucial. Delayed billing has a negative impact on cash and collections, creating cash flow issues, loss of interest revenue, creating a material deficiency in operations and will delay the required financial audit. Current staffing levels appear unable to catch up the backlog. Professional trained/certified assistance is probably the better option because untrained/uncertified assistance can reduce efficiency and accuracy.

ATTACHMENT # 1

From: Robert Munden
To: Keith W. Morris
Subject: RE: Escambia County Department of Public Safety - Software Acquisition(s) from ESO
Date: Wednesday, May 15, 2019 11:44:07 AM

Mr. Morris,

ESO will (of course) cooperate with the investigation. Could you give me sense of how soon you would like to conduct the interview and receive materials, I will try to set deadlines internally and/or let you know where we may need more time.

Best regards,

ROBERT MUNDEN

General Counsel & Secretary | ESO

www.eso.com | f in v

P: 866-766-9471 x1253

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From: Keith W. Morris <KWMORRIS@myescambia.com>

Sent: Sunday, May 12, 2019 11:32 AM

To: Scot Metcalf <scot.metcalf@eso.com>

Subject: Escambia County Department of Public Safety - Software Acquisition(s) from ESO

Mr. Metcalf:

I have been assigned to conduct an investigation into the procurement of ESO Solutions software by the Escambia County, Florida, Department of Public Safety, in September 2017. You are listed as an ESO Contact with regard to this procurement. I would like to obtain a statement from you, either by telephone or in person (depending on your location and availability) as to the initial procurement process in the way of provision of quote(s) (#00010236) on the software obtained and specifics of the integration within the Department. Also, I would like to discuss the additional software solutions, interfaces, etc. that were necessary for the Department to procure to fully implement the original software solution(s) throughout the Department.

Thank you in advance for your assistance in this matter.

Regards,

Keith W. Morris
Department of Public Safety
Internal Affairs Investigator
6575 N. "W" Street
Pensacola, FL 32505
Office - 850-471-6427
Cell – 850-741-9181

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ATTACHMENT # 2

From: Robert Munden
To: Keith W. Morris
Subject: RE: Request for Information
Date: Wednesday, June 12, 2019 12:03:57 AM

Mr. Morris,

Thank you for the questions—this will greatly help guide my inquiry internally.

I will offer a few answers below, but will need to follow-up on the others which are more detailed than my memory permits:

Was there a statement of work?

ESO contracts using a Master Services and License Agreement with various attachments depending on what is being ordered. The closest we have to a SOW would typically be the Software Schedule, which would list the details of what products were ordered at what price (the details of which are taken from the Quote, with whatever revisions as may be negotiated). We will provide this Schedule and all other attachments to the MSLA.

Was there discussion by anyone of Escambia EMS to keep the original purchase price below \$50,000
Yes, Escambia EMS requested that the price be below \$50,000. I will provide details after I review the related correspondence.

Why were discounts in the amount of \$8,450 provided on Quote # 00010236, from Scot Metcalf to Steve White dated 08/16/2017?


These discounts were provided consistent with the request (referenced above); please note that our sales team has discretion to grant limited pricing concessions, and this type/level of price concession was within our usual limits for a transaction of this size and nature.

Unfortunately, I was unable to make much progress on this before I left for a vacation. I will endeavor to push this along with others in my organization and provide further answers and materials as I am able.

Best regards,

ROBERT MUNDEN

General Counsel & Secretary | ESO

www.eso.com | f in 

P: 866-766-9471 x1253

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From: Keith W. Morris <KWMORRIS@myescambia.com>

Sent: Wednesday, June 5, 2019 11:15 AM

To: Robert Munden <robert.munden@eso.com>

Subject: Request for Information

Mr. Munden,

Sorry we were not able to coordinate our phone call, I am blaming miscommunication over the time zones. Hopefully, to make it easier, I am trying to obtain the following information from ESO;

1. Who contacted ESO for a quote? Resulting in the purchase of ePCR software by Escambia County EMS in November 2017.
2. What was the scope of the requested quote?
3. Was there a statement of work?
4. How many quotes were provided to Escambia EMS? – Provide copies
5. Was there discussion by anyone of Escambia EMS to keep the original purchase price below \$50,000
6. Why were discounts in the amount of \$8,450 provided on Quote # 00010236, from Scot Metcalf to Steve White dated 08/16/2017?
7. Was there an agreement to include software or other products on the Year 2 maintenance agreement?
8. Why were discounts shown on Year 2?
9. Was CAD interface recommended by ESO prior to the final purchase?
10. Copies of all correspondence between Former EMS Chief Steve White with ESO.

Thank you for your assistance.

Keith W. Morris
Department of Public Safety
Internal Affairs Investigator
6575 N. "W" Street
Pensacola, FL 32505
Office - 850-471-6427
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ATTACHMENT # 3

From: [Keith W. Morris](#)
To: kfink@imagnetrend.com
Cc: mtamasi@imagnetrend.com
Subject: Escambia County Department of Public Safety - Quote Number KF-66599
Date: Thursday, May 23, 2019 9:52:00 AM

Mr. Fink:

On August 16, 2017, Image Trend submitted a proposal for EMS Web Based Products, *inter alia*, for the Escambia County Public Safety Department. The quote number is KF-66599. The purpose of this email is to obtain the details of the scope of work or software that you were requested to bid thus allowing you to formulate your quote. Also, did Image Trend make presentation to the Escambia County Department of Public Safety on your software solution? Who was your primary contact with regard to submission of this quote.

The Acting County Administrator has directed me to conduct an investigation into a procurement process by DPS and Image Trend, as stated, submitted a quote in this process for services and software.

If you have any questions feel free to contact me at the number below. Thank you in advance for your assistance.

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ATTACHMENT # 4

From: Lindsay L. Ritter
To: Keith W. Morris
Subject: RE: Information Request
Date: Wednesday, June 5, 2019 9:08:56 AM
Attachments: image001.png

Good morning!

I do have the go-live date, actually. We went live at 5:00 pm November 30, 2017. The actual date was supposed to be December 1st, but in order for the night crews to not have to chart part of the night in one system and the other part in another, we actually went live beginning at the first night shift the day before.

There was not a delay in going live due to the CAD interface. There were issues with fields not populating correctly, though, which I worked with EnRoute to resolve into the end of December/beginning of January. However, one issue with the Run Number field was not resolved until this last CAD upgrade about 2 months ago.

Regarding the status of ESO, EMS is still using ESO for our ePCR (patient care record/charting) software.

As a matter of fact, it is on the agenda for Thursday's Board meeting to approve going back to Zoll's ePCR software, which is what we used prior to moving to ESO. If that contract is approved, I will have set dates available to provide to you for the implementation and training. Administration's goal is to go live with Zoll by September 1st.

That brings up a huge issue I have as well. For some reason, EMS administration has been pushing to go back to Zoll and will not even allow me to fully vet the new version of software against other ePCR software options. Another vendor, ImageTrend, actually put together a pilot program specifically for our agency, that they've never done for anyone before, to FULLY test their entire system, INCLUDING all interfaces! They would literally implement the entire system, I would work with them to configure the software to the exact needs of our agency, just as if we were actually going live with it, program all of the interfaces, then we would be able to have crews test the software and provide feedback. If crews found any issue or would like to see things a certain way, we would work to try to make that happen. This would provide complete testing of all of the functions, verify all of the interfaces work exactly as we need them to, verify all of the data was being imported into Zoll's billing software (the billing department has now gone back to Zoll's billing software and will remain on it. If we did not use Zoll's ePCR software, it would simply be a matter of programming an interface, such as the one I just programmed to move the data from ESO into Zoll's billing software), verify the data was being extracted properly to the state reporting agency, EMSTARS, etc. The best part about all of it is, they put all of this together for us for free.

In my opinion, and based on best practices, prior to selecting any new software, it should be fully vetted, test all of the features, functionality, ease of use of the user interface, etc. side-by-side to really be able to determine which solution fits the needs of the company the best. I have requested the ability to do this for nearly a year, but have met constant resistance and not been permitted to

proceed. There have also been issues in regards to scheduling demos with different vendors, then me being told I have to cancel it (only a couple of days before the demo, when the reps had already purchased airline tickets, paid for their hotel and rental car here, and coordinated to get everyone on the team here who needed to be here), then back and forth about it we could have it or not, then people not even bothering to attend any other demos, etc. I don't believe this has been handled well at all, despite all of my efforts to make it efficient, yet thorough.

Additionally, I don't believe the "big picture" is being considered either. For instance, with ImageTrend, it's all cloud-based, the users log in to a portal to access the program, which then requires NO additional support from our IT department (which is already overly-taxed with more than enough work). This would preserve hundreds of man-hours, from implementation and having to install a program on every single field laptop, to having to then process all software updates/upgrades on all field laptops every time a new update/upgrade is available, etc. which in turn would free up time for the IT department to work on other items. This would promote efficiency regarding the utilization of resources. Our IT department wouldn't have to manage servers (also, the price for the servers and programs required on them), maintain them, process updates, etc. Considering that we don't have an IT Director currently, the person who is over applications and has worked with me to manage all of the EMS systems is retiring at the end of this month, and we have all new techs, I am concerned about how their team is going to be able to manage all of this work. Any snafus or issues due to personnel changes could be avoided by going with a cloud-based system. Zoll is going to be hosted on our servers and also requires an actual program to be installed and maintained on each field laptop. The financial aspect of the cost of servers, software, and man-hours should be considered when comparing prices – it needs to be reviewed as a whole, with everything and everyone involved taken into consideration, in my opinion.

Don't get me wrong – Zoll is a very powerful product and it may in fact be the best option for our agency, however, I can't truly say that since I have not been able to test it up against other options.

I know I provided additional information, but did I answer all of your questions? Please let me know if there's anything I can do to help.

I hope you have a wonderful day!

Respectfully,

Lindsay Ritter

EMS Analyst

Escambia County Public Safety Department

6575 North "W" Street

Pensacola, Florida 32505

Phone: 850.471.6423

Fax: 850.471.6455

E-Mail: lritter@myescambia.com



From: Keith W. Morris <KWMORRIS@myescambia.com>
Sent: Wednesday, June 5, 2019 7:49 AM
To: Lindsay L. Ritter <llritter@myescambia.com>
Subject: Information Request

Lindsay,

Just a couple more questions, What is the status of ESO right now – that is, does EMS still operate the ePCR through their system? And is there a transition away from them? What is the anticipated date?

Thank you again for your assistance gathering this information.

Keith W. Morris
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ATTACHMENT # 5

CHECK DATE
01/10/18

CHECK NO.
10152738

AMOUNT

\$*****49,915.00*

PAY THE SUM OF FORTY NINE THOUSAND, NINE HUNDRED FIFTEEN DOLLARS
& ZERO CENTS

TO THE ORDER OF ESO SOLUTIONS INC
PO BOX 670324
DALLAS TX 75267-0324

PDF Copy Only - Non-Negotiable

ESCAMBIA COUNTY FLORIDA BOCC

VENDOR NO. 421253

CHECK NO. 10152738

ACCOUNT		PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
330302	56801	171512	INV00003770	49,915.00	ELECT HEALTH REC SOFT

421253 ESO SOLUTIONS INC